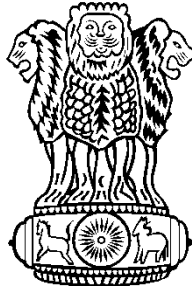


GOVERNMENT OF MAHARASHTRA



सत्यमेव जयते

**CHIEF OFFICER
MUNICIPAL COUNCIL YAVATMAL**

E-TENDER PAPERS

NAME OF AGENCY : _____

AGREEMENT No. : _____

GOVERNMENT OF MAHARASHTRA

MUNICIPAL COUNCIL YAVATMAL

Original Agreement No.	:	B-1 (Percentage Rate)
Name of Work	:	
Name of Contractor	:	
Date of Receipt of Tender	:	As per Online tender schedule
No. & Date of Work Order	:	
Amount put to Tender	:	Rs. 25,37,971.00
Percentage quoted	:	
Amount of Contract	:	
Date of Commencement	:	
Time stipulated for completion of work	:	6 (Six) Calendar Months from the date of written order to start work, which will include the monsoon period.
Date of completion as per Agreement	:	
Actual Date of Completion	:	
Reference to sanction of tender	:	
Extension of time limit	:	
Certified that this original Agreement contains	:	Pages 1 to

DISCLAIMER

1. Detailed Time Table for the various activities to be performed in e-tendering process by the Tenderer for quoting their offer is given in this Tender Document under “Tender Schedule”. Contractor should carefully note down the cut-off dates for the carrying out each e-tendering process / activity.
2. Every effort is being made to keep the Website up to date and running smoothly 24 x 7 by the Government and the Service Provider. However, Government takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time.
3. In that event Municipal Council Yavatmal will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Website. It includes all associated services or due to such unavailability of the Website or any part thereof or any contents or any associated services.
4. Tenderers must follow the time table of e-tendering process and get their activities of e-tendering processes done **well in advance** so as to avoid any inconvenience due to unforeseen technical problem if any.
5. Municipal Council Yavatmal will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error/ failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law.
Contractors must get done all the e-tendering activities well in advance.
6. All the Clarifications, Circulars, Notifications and Resolutions related to tenders issued by Government from time to time till the date of Submission of Bid shall be applicable and binding to the bidders and shall be treated as part of agreement unless specifically mentioned on the contrary
or modified in the bid Documents.

**GOVT. OF MAHARASHTRA
MUNICIPAL COUNCIL YAVATMAL
E-TENDER NOTICE FOR 2025-26 (Online)**

Sealed online B-1 tenders for the following work are invited by the **Chief Officer, MUNICIPAL COUNCIL YAVATMAL** from the bidders who satisfy the qualifying criteria.

Sr. No.	Name of Work	Estimated Cost Rs.	Earnest Money Rs.	Security Deposit	Time limit for Completion	Cost of e-tender Form Fee Rs.
1.	Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhadg No 2 Yavatmal	25,37,971.00	25,379.00 In the form of Online the name of Chief Officer Municipal Council Yavatmal.	10 %	6 (Six) Calendar Months (Including Monsoon)	590.00 (Non-Refundable)

The EMD applicable amount shall be paid via Online mode Only.

E- TENDER SCHEDULE

1	NAME OF WORK;-	Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhadg No 2 Yavatmal
2.	PERIOD FOR DOWN LOADING BIDDING DOCUMENTS	As per e-tender schedule uploaded on e-portal https://pwd.mahaetenders.in
3.	TIME, DATE AND VENUE OF PRE- BID CONFERENCE	
4.	LAST DATE AND TIME FOR CLOSING OF BIDS	As per e-tender schedule uploaded on e-portal https://pwd.mahaetenders.gov.in
5-	TIME, DATE AND PLACE OF OPENING OF BIDS	As per e-tender schedule uploaded on e-portal https://pwd.mahaetenders.gov.in
6	OFFICER INVITING BIDS	Chief Officer, MUNICIPAL COUNCIL YAVATMAL
7	Physical Submission of Hard Copy 1. Tender Documents+Technical Qualification Documents in Envelope No 1, 2. Performance Deposit (if Quoted offer is more than 1% Below)	i) The bidder shall submit the Hard Copy of Tender Documents (Financial +Technical) in "Sealed Envelope No 1" and 2" as specified in NIT through online Only. ii) Selected lowest bidder (L1) has to submit the hard copy of Performance Security Deposit if offer is more than 1% Below, in the office of Chief Officer, MUNICIPAL COUNCIL YAVATMAL within 8(Eight) days from the date of opening of financial bid
8	Place of Physical Submission of Hard Copy	In the office of the Chief Officer, MUNICIPAL COUNCIL YAVATMAL

**GOVERNMENT OF MAHARASHTRA
MUNICIPAL COUNCIL YAVATMAL
INVITATION FOR TENDERS
DETAILED TENDER NOTICE**

NAME OF WORK: Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhag No 2 Yavatmal

Sealed online B-1 tenders for the following work are invited by the **Chief Officer, Municipal Council Yavatmal** from the bidders who satisfy the qualifying criteria. The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as under.

Sr. No	Name of work	Estimated Cost (Rupees)	Earnest Money (Rupees)	Security Deposit (Rupees)	Time limit in Tender (Calendar Months)
1	Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhag No 2 Yavatmal	25,37,971.00	25,379.00 In the form of Online the name of Chief Officer Municipal Council Yavatmal.	10 %	6 (Six) Calender Months (Including Monsoon)

- Bidding documents may be downloaded from the e-tendering portal of Municipal Council Yavatmal, Government of Maharashtra i.e. <https://pwd.mahaetenders.in> after entering the details, payment of **Rs. 590.00 (Rupees Five Hundred Ninety only)** should be paid online using payment gateway mode only. The cost 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 e-Tender Schedule, in the presence of such intending Bidders or his/ their authorized representatives who shall be present at that time.
- Bid Security of the amount specified for the work in the table shall be paid via online using NEFT / RTGS or payment gateway mode or in the shape of DD / FDR. Bid security shall be drawn directly from the account of Bidder / Bidding Firm or any of the partners in case of J.V. DD /FDR shall be drawn in the favor of Chief Officer MUNICIPAL COUNCIL YAVATMAL the guidelines for the same are included in bid document.
- The Bids must be submitted online on <https://pwd.mahaetenders.in> or on as per NIT & Technical bid will be opened on date as per NIT, in the presence of bidders who have to attend in the office of the Chief Officer, Nagar Parishad. Yavatmal (Bid opening Authority) (As per NIT)
- The pre-bid meeting will be held **on Date / /2026@ 00.00. Hrs. in the presence of bidders who wish to attend in the office of the Chief Officer MCY.**
- It is mandatory for all the bidders to have class-II/III digital Signature Certificate with signing & encryption facility (in the name of person who will sign the proposal) from any of the licensed Certifying Agency.
- Physical Submission of Upload tender Document and Additional Performance Security Deposit (if offer more than 1% below)

8. The bidder shall submit the Hard Copy in two Separate Sealed Envelope in
9. "Sealed Envelope No I -" Contained -Technical & Financial Bids as specified in NIT through Online Only
10. Selected lowest bidder (L1) has to submit the hard copy of Performance Security Deposit if offer is 1% Below, in the office of Chief Officer MUNICIPAL COUNCIL YAVATMAL within 8 (Eight) days from the date of opening. of financial bid
11. All the Clarifications, Circulars, Notifications and Resolutions related to tenders issued by Government from time to time till the date of Submission of Bid shall be applicable and binding to the bidders and shall be treated as part of agreement unless specifically mentioned on the contrary or modified in the bid Documents.
12. If offers of two or more bidders are found identical, then all such bidders shall be asked to submit their revised offers in closed envelope in presence of tender opening authority, The offers shall be less than the offer already submitted. The bidders with lowest offer shall be considered for award of work. ROYALTY, and Testing Charges
13. All Testing charge for required quantity of Testing, and Royalty on account of extraction of construction material payable under minor mineral act prevailing in the State is included in schedule of rates. Anysuch due payable to Govt. or any other Agency / Organization, if not paid by contractor and claimed by such authority, same shall be deducted from the Contractor's bill and reimbursed to the claimant.
14. Tender Percentage for Royalty The percentage rate figure (Above or Below percent) accepted by the Bidder in the Form of Bid shall not be applicable on the items of Royalty and, Testing charges included in Schedule "B".
15. At any point of time during tender process, work execution period, Defect Liability Period, submitted papers/documents/applications including material purchase vouchers, test reports, bitumen challans, quantity related papers or any papers of contractor should be true, correct & if the papers submitted by Contractor is found incorrect, faulty, not true, dubious, bogus, forged etc. then relevant actions of blacklisting & criminal proceedings as per Indian Penal Code (IPC) shall be initiated against Contractor/ JV / Partnership Firms/Private Ltd./Companies(Bidder). Chief Officer MCY PWD Officers / Engineers / Divisional Account Officers shall not be held responsible for the papers submitted by the Contractor.
16. During Technical Opening/Scrutiny of envelop No.1 of tender, if contractor submits false papers / reports for fulfillment of qualifying criteria, then envelop No.2 of such contractor shall not be opened. Also such PWD registered contractor / non registered contractor shall be blacklisted & information of contractor being blacklisted shall be circulated to all P. W. Divisions & allied P. W. Departments.
17. After issuance of work order, if it is founds that papers submitted / uploaded are forged, bogus, incorrect, then such contractor shall be blacklisted & Criminal Proceeding as per IPC shall be initiated. If work is at initial stage, the tender of work shall be cancelled.
18. Chief Officer MCY In charge or his representative shall minutely inspect the defects, if any, in the work defects occurred are found beyond repair or entire / part of work is felt essential to be recast / redone, such instructions shall be issued to contractor and contractor shall be instructed to recast / redo the saiddefective work within three months. In case of any dispute, case shall be submitted to the Chief Officer, Municipal Council Yavatmal and his decision shall be final & binding on the contractor

Instruction to Bidders

TENDERING PROCEDURE:

1.1

A. Blank Tender Forms

Bidding documents can be purchased/down loaded from the e-Tendering Portal of Municipal Council Yavatmal, Government of Maharashtra i.e. <https://mahatenders.gov.in> after paying Tender Fees viaonline **mode** as per the Tender Schedule.

- 1.1.1 The bid submitted by the bidder shall be unconditional. Conditional bids shall be summarily REJECTED.
- 1.1.2 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.
- 1.1.3 Bidders should have valid Class-II/III Digital Signature Certificate (DSC) obtained from any Certifying Authorities.
- 1.1.4 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
- 1.2 Guidelines to Bidders on the operations of Electronic Tendering System of Municipal Council Yavatmal 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 Municipal Council Yavatmal:

- 1. **Enrollment and Empanelment of Contractors on Electronic Tendering System:**
The Contractors interested in participating in the Bids of Municipal Council Yavatmal 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 Chief Officer Municipal Council Yavatmal in an appropriate class of registration. 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.

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.

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 to be set up. The Contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System.

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 e-Tenders processed by PWD

1. **Preparation of online Briefcase :**

All Technical Document must be Scanned & Uploaded in RAR/PDF 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 Chief Officer MCY on 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.

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 non-participation in the aforesaid e-Tender.

a. **Digitally signing the documents to be uploaded**

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

General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund for Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

- i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
- ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.
However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability:

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.

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

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
(I) The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and! or (ii) Any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of **or** in connection with the utilization of the Services.

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

Miscellaneous Conditions:

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.

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, 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.

2 TENDERING PROCEDURE : -

2.1 Issue of Blank Tender Forms.

Tender Forms can be purchased from the e-Tendering Portal of Municipal Council Yavatmal, Government of Maharashtra i.e. <https://pwd.maha.etenders.in> after paying Tender Fees viaonline mode as per the Tender Schedule.

2.2 Bid Security :-

- i) Bid Security shall be paid online using **In the form of Online in the name of Chief Officer MUNICIPAL COUNCIL YAVATMAL only.** Bidsecurity shall be drawn directly from the account of Bidder / Bidding Firm or any of the partners in case of J.V Bid Security in the form of cheques or any other form except above will not be accepted.
- ii) Tenderer of those who do not deposit Bid Security in one of the above acceptable form shall be summarily rejected.
- iii) The amount of earnest money will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender or on lapsing of the validity period, whichever is earlier. In case of successful tenderer, it will be refunded on his payment of initial Security Deposit will be adjusted towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the Security Deposit in the prescribed time limit, and complete the agreement bond, his earnest money deposit will be forfeited to the Government.
- iv) In case of Joint Venture, **Bid Security** shall be paid via online using NEFT/RTGS or Payment gateway mode. The Security Deposit, additional security deposit etc. in the form of T.D.R./F.D.R. issued in the name of Joint Venture Company drawn by scheduled bank having branches in Maharashtra and pledged, in the name of **Chief Officer, MUNICIPAL COUNCIL YAVATMAL** for the period of one year will be considered.

2.3 PRE-TENDER CONFERENCE: -

2.3.1 Pre-tender conference is open to all prospective tenderer who have downloaded tender form before the date of Pre-tender Conference. The Pre-tender conference will be held wherein prospective Tenderers will have an opportunity to obtain clarifications regarding the work and the Tender Conditions.

2.32 The prospective contractor shall post their queries either in writing or orally concerning the work, and the reply to the same shall be uploaded on the portal <http://pwd.maha.etenders.in> and this clarification referred to as Common Set of

Conditions/Deviations (C.S.D.), shall form part of tender documents and which will also be common and applicable to all tenderer. The point/points if any raised in writing and/or verbally/ online by the contractor in pretender conference and not finding place in C.S.D. issued after the pre- bid conference, is/are deem to be rejected.

In such case the provision in NIT shall prevail. No further correspondence will be made thereafter with the contractor in this regard.

- 2.3.3 The tender submitted by the tenderer shall be based on the C.S.D. issued by dept if any.
- 2.3.4 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non responsive.
- 2.3.5 Tenderers should have valid Class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to <http://maha.etenders.in/mah/DigitalCertLasp> and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.

2.4. SUBMISSION OF TENDER:-

Refer to Section 'Guidelines to Bidders on the operations of Electronic Tendering System of Municipal Council Yavatmal'

2.5 OPENING OF TENDER:-

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

2.6. 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 tenderers Envelope No. 2 will not be considered for further action and the same will be recorded. The decision of the tender opening authority in this regard will be final and binding on the contractors.

2.7 ENVELOPE No.2: (Financial Bid)

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

Offer to be submitted online. The tenderer shall enter his in figures

The contractor shall quote their offer as per details given in the main tender and also based on the detailed set of conditions issued/Additional stipulations made by the Department as informed to him by a letter from Chief Officer MCY after Pre-Tender Conference. Tenderer quote their offer only unconditional.

2.8 Disqualification

Even though the tenderer meet the qualification criteria, they are subject to be disqualified if they have,

2.8.1 Made misleading or false representation in the form / statement, submitted, and / or record of poor performance such as abandoning the works rescinding of contract for which reasons are attributable to the non performance of the contractor, constant history of litigation awarded against the applicant or financial failure due to bankruptcy.

2.8.2 The rescinding of contract of a joint venture and account of reasons other than non-performance, such as Most Experienced partner of joint venture pulling out, court directions leading breaking up to a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however not affect the qualification of the individual partners

2.8.3 In the tender process , if the lowest offer is more than 10% below the cost put to tender, the tender calling authority shall obtain the detailed justification and planning of executing the work at such lower rate from the concerned contractor and based on that shall ensure the possibility of completing the work at the offered lowest rate.

2.8.4 The offer in envelope 2 without demand Draft/Bank Guarantee of appropriate amount of performance security shall be treated as invalid offer

1.4 ENVELOPE No. 1: (Documents Required)

The bidder must purchase the bidding documents via online mode by filling the cost of Tender.

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

1.4.1	Scanned copy of receipt of EMD and tender fee.(applicable will be paid via online mode only.)
1.4.2	Additional (Performance) Security (if Required) (copy to be Submitted as per the tender Schedule).
1.4.3	Copies of original documents defining the constitution or legal status, place of registration under partnership or companies Act and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder
1.4.4	Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past Three years
1.4.5	Self-declaration on plain paper regarding completeness, correctness and truthfulness of documents submitted as per prescribed proforma given in Apenidix I
1.4.6	Affadavit regarding completeness, correctness and truthfulness of documents submitted on Stamp paper of Rs 100/- as per prescribed proforma given in Appendix II
1.4.7	Scanned from original copy of Power of Attorney on behalf of firm, proprietorship firm /Partnership firm / Pvt limited Company/ joint Venture or any other registered company Registered with Registrar of Company to sign agreement/ other correspondence with department authority.
1.4.8	Scanned Copy Of Pan Card
1.4.9	Scanned Copy of GST Registration as per Date. 01/07/2017
1.4.10	Scanned Copy of valid Registration of PWD of appropriate class.
1.4.11	Scanned Copy of income tax return for immediate previous financial year.
1.4.12	Scanned Copy of PTEC and PTRC.
1.4.13	Scanned from original of Registration documents of firm (Firm, Proprietorship firm/ Partnership firm/Registration of Private limited company / Registration of Public limited company or any Other company or any other Company as the case may be.
1.4.14	Scanned from original of list of works completed and in hand and works tendered along with supporting certificates.
1.4.15	Scanned from original list of plants and Machinery duly signed by the contractor
1.4.16	Scanned from original List of Technical Persons /employee. Duly signed by the contractor
1.4.17	Scanned Copy EPF Certificate and latest 6 month receipts Duly signed by the contractor.
1.4.18	Scanned Copy of Action plan for work Duly signed Contractor and Approved by the Civil Engineer/Junior Engineer of Nagar Parishd Yavatmal
1.4.19	Scanned Copy GPS Tag Photo of Site Location with Contractor and the Civil Engineer/Junior Engineer of Nagar Parishd Yavatmal and Approved by Muncipal Enginner

1.4.20	Bid Capacity:
	The Bid capacity shall not be less than the amount put to tender for which the bid is submitted. Bid Capacity will be evaluated as part of post qualification in the following manner. Calculation of Bid Capacity should be required on contactors letter head

	Bid Capacity = (A X N X 2.00) - B
	A - Maximum value of Civil Engineering works executed in any one year during the last three years (updated to 2023-24 level)
	N – Number of years prescribed for completion of works for which bid are invited
	B - Value at 2023-24 price level, of existing commitments and ongoing work to be completed during the next 1 year
	The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-charge, not below the rank of an Chief Officer.
	The value of B shall be self-attested with detailed list of works with its value .Any misleading or false representation shall be treated under Indian Penal code and the bid will be treated as non-responsive.
	(Completed work carried out In Govt/ Semi Govt Bodies such as such as MHADA, MSEB, MIDC, CIDCO Etc or Local Bodies only will be considered.)

Note :

- 1) The statements 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 Engineer in charge, not below the rank of an Chief Officer or equivalent
- 2) The envelope will be opened only if the bid capacity calculated is not less than the cost of work put to tender.
- 3) The updating of current cost of works executed earlier to above mentioned period shall be worked out in the same manner shown in above table.
- 4) Even though the bidders meet the above qualifying criteria, they are subjected to be disqualified if they have made misleading or false representation in the forms statement and attachments submitted as proof of the qualification requirements and / or record of past performance such as abandoning the works, not properly completing the contract, inordinate delays in completion litigation history or financial failures etc.
- 5) For particular tender notice,the bid capacity has to be taken in to consideration. If the bidder is L-1 in the first bid ,the bid capacity shall be reduced for subsequent bid to be opened under the same tender Notice. If Sufficient Bid Capacity is available then only the bid shall be considered. if balance bid capacity is not available as per required bid capacity ,then bidder shall be treated as not qualified

1.5 ENVELOPE No. 2 TENDER (FINANCIAL BID)

- i. Upload Blank Tender Copy only in PDF Format Issued and Digitally Signed by the Department
- ii. Offer to be submitted online. In case of discrepancy, if any, between the offers quoted in figure and that appearing in words, the lower of the two only will be taken as the offer quoted by the tenderer.

1.6 SUBMISSION OF TENDER:

Refer to Section '**Guidelines to Bidders on the operations of Electronic Tendering System of Municipal Council Yavatmal**' for details.

1.7 OPENING OF TENDERS:

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

(A) 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 tenderers Envelope No. 2 will not be considered for further action and the same will be recorded.

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

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

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

1.8 EARNEST MONEY:

- (i) Earnest money of minimum **Rs. 25,379.00** shall be paid via online using **In the form of Online in the name of Chief Officer MUNICIPAL COUNCIL YAVATMAL. Earnest Money shall be drawn directly from the account of Bidder / Bidding Firm or any of the partners in case of J.V.**

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

Earnest Money in the form of cheques or any other form except above will not be accepted.

- (ii) 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.
- (iii) In case of Joint Venture, Earnest money shall be paid via online issued in the name of Joint Venture Company drawn by scheduled bank having branches in Maharashtra and endorsed, in the name of **Chief Officer, MUNICIPAL COUNCIL YAVATMAL** for the period of one year will be considered.

1.9 A SECURITY DEPOSIT:

- (i) The successful tenderer whose tender is accepted will have to pay **10%** towards the Security Deposit.
- (ii) An amount of **10%** will be deducted from the running bills of value of the gross bill towards balance security deposit. This is a compulsory deduction.
- (iii) **Defect liability period as per Maharashtra Government Public work Department Rule No.2018/pr.kr.151/bulding-2,Mumbai-400032, Date: 14/01/2019**

1.9 B ADDITIONAL PERFORMANCE SECURITY; -

Demand Draft/FDR/ Bank Gurantee for Additional Performance Security Deposit for Quoting Offer More than 1% below the tender cost.

Selected Lowest bidder (L1) has to submit the hard copy of Performance Security in the form of ***Demand Draft/FDR/ Bank Gurantee*** of required amount as per condition given in Performance Security to the office of Chief Officer MUNICIPAL COUNCIL YAVATMAL within 8 (Eight) days from the date of opening of financial bid.

The Performance Security shall be made as per following calculation.

- (i) If the tenderer quotes his offer **1% to 10% below** the cost put to tender, he shall submit the Demand Draft of the amount equal to 1% of cost put to tender. ***Demand Draft/FDR/ Bank Gurantee of Additional Performance security shall be drawn directly from the account of Bidder / Bidding Firm or any of the partners in case of J.V.***

ii) If the Bidder intends to quote his offer more than 10 % upto 15 % below the estimated cost put to Bid then he should submit Additional Performance security 1 % for every percent after 10 % below percentage in addition to the 1%

mentioned above in clause A for quoting below offer.

(eg. If Bidder quotes his offer 14.6% below the estimated cost *put to bid*, then he should submit $14.6 - 10 = 4.6\% + 1\% = 5.6\%$ amount of the *cost put to bid* as a total Additional Performance Security.)

For The Purpose of calculation of amount of Additional performance Security, the below Percentage (%) of Bidder shall be considered only upto two decimal points (Rounded upto two decimal points).

iii) If the Bidder intends to quote his offer *more than 15 % below* the estimated cost *put to Bid* then he should submit Additional Performance security 2 % for every percent after 15 % below percentage in addition to the clause I & II mentioned above for quoting below offer, **Demand Draft/FDR/ Bank Gurantee of Additional Performance security shall be drawn directly from the account of Bidder / Bidding Firm or any of the partners in case of J.V.**

(eg. If Bidder quotes his offer 16.6% below the estimated cost *put to bid*, then he should submit $16.6 - 15 = 1.6\% * 2 = 3.2\% + 1\% + 5\% = 9.2\%$ amount of the *cost put to bid* as a total Additional Performance Security.)

Note:-

- 1).If the Performance Security of **Demand Draft/FDR/ Bank Gurantee** amount below Rs.1000/- then Demand Draft should be at least for Rs. 1000/-
- 2) Submit the **Demand Draft/FDR/ Bank Gurantee** of the commutative amount which should be rounded up to two decimal points.
- 3) The date of submission of hard copy shall not be extended at any cost and the tender will be rejected if Performance Security is not be submitted within 8 days. from the date of financial opening
- 4)If the first lowest bidder fails to submit Performance Security Deposit in stipulated time i.e. 8 days from the opening of financial bid then L-2 bidder will be communicated in writing and negotiated if he agrees to do the work at the same rate lower than the offer of L-1 bidder his tender will be accepted..
- 5) Such **Demand Draft/FDR/ Bank Gurantee** shall be strictly issued only by the Nationalized Bank or Scheduled Bank in favour of in the Chief Officer MUNICIPAL COUNCIL YAVATMAL valid For One Months + Completion Period
- 6) The **Demand Draft/FDR/ Bank Gurantee** should bear the MICR and IFSC Code Number of the issuing bank.
- 7) If it is found that the **FDR/ Bank Gurantee** as above submitted by the bidder is False / Forged then the Earnest Money submitted by such bidder shall be forfeited and his registration as a contractor of Municipal Council Yavatmal will be suspended & he will be entered in the Black List. This is also applicable for Unregistered Bidder in such case he will be entered in the Black List.
- 8) The work order to the successful contractor shall be issued only after the encashment of his Demand draft by the concerned Chief Officer.
- 9) The work order to the successful contractor shall be issued only after the Confirmation of Correctness of issuance of his **FDR/ Bank Gurantee** by the concerned Chief Officer.
- 10) The Performance Deposit will be release after satisfactory completion of work.

Information regarding contract as well as blank tender forms can be downloaded from the eTendering website upon providing the details of the payment of cost as detailed in the N.I.T.

1.10	ISSUE OF FORMS : Information regarding contract as well as blank tender forms can be downloaded from the eTendering website upon providing the details of the payment of cost as detailed in the N.I.T.
1.11	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 for commencing the work and shall be inclusive of monsoon period.

1.12	<u>TENDER RATE :</u> No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulations will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts.
1.13	<u>TENDER UNITS:</u> The tenderers should particularly note the units 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 the one, which is lower of the two.
1.14	<u>CORRECTION:</u> No corrections shall be made in the tender documents. Any corrections that are to be made shall be made by crossing the incorrect portion and writing the correct portions above with the initials of tenderer.
1.15	<u>TENDER'S ACCEPTANCE :</u> Acceptance of tender will rest with the Chief Officer Municipal Council Yavatmal who reserves the right to reject any or all tenders without assigning any reason therefor. 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 of 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.
1.16	<u>CONDITIONAL TENDER :</u> The tenders who do not fulfill the condition of the notification and the general rules and directions for the guidance of contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefore
1.17(a)	The Tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, the conditions of rock and its joints, pattern, river, weather characteristics, labour conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.
1.17(b)	The data whatsoever supplied by the Department along with the tender documents are meant to serve only as guide for the tenderers while tendering and the Department accepts no responsibility whatsoever either for the accuracy of data or for their comprehensiveness.
1.17(c)	The quarries for extraction of metal, murum etc. provided in the sanctioned estimate are as per survey conducted by the Department. The Contractor should however examine these quarries and see whether full quantity of materials required for execution of the work strictly as per specification are available in these source before quoting the rates. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from any other source with no extra cost to Government. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the Revenue Department by the Contractor.
1.18	<u>POWER OF ATTORNEY :</u> If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender.
1.19	The tenderer may, in the forwarding letter, mention any points are may wish to make clear but the right is reserved to reject the same or the whole of the tender if the same becomes conditional tender thereby.
1.20	The contractor or the firms tendering for the work shall inform the Department if they appoint their authorized Agent on the work.

1.21	No foreign exchange will be released by the Department for the purchase of plants and machinery for the work by the Contractor.
1.22	Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue, if not paid amicably. Moreover, recovery of Government dues from the Contractors will be affected from the payment due to the Contractor from any other Government works under execution with them.1.23
1.23	All pages of tender documents, conditions, specifications, correction slips etc. shall be initialled by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.
1.24	The Income Tax at 2.0 % including surcharge or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.
1.25	The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority a valid concurrent license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.
1.26	The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.
1.27	Cess @ 1% (One percent) shall be deducted at source from every bill of the Contractor by the Chief Officer Under “Building and Other Construction for workers Welfare Cess Act 1996”.
1.28	Registration under GST Act 2017 is mandatory. TDS under rules 51 of GST Act 2017 will be deducted from the sums to be paid to the contractor as per applicable rates.
1.29	The rates quoted by the Contractor shall be deemed to be inclusive of the labour welfare cess and other taxes (other than GST) that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law..
1.30	<u>VALIDITY PERIOD</u> :The offer shall remain open for acceptance for minimum period of 90 days from the Date of opening of Envelope No. 2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.
1.31	In the tender process , if the lowest offer is more than 10% below the cost put to tender, the tender calling authority shall obtain the detailed justification and planning of executing the work at such lower rate from the concerned contractor and based on that shall ensure the possibility of completing the work at the offered lowest rate.
1.32.	Contractor shall submit a certificate to the effect that “All the payments to the labour/staff are made in bank accounts of staff linked to Unique Identification Number (AADHAR CARD).” The certificate shall be submitted by the contractor within 60 days from the commencement of contract. If the time period of contract is less than 60 days then such certificates shall be submitted within 15 days from the date of commencement of contract.

1.33	All the Clarifications, Circulars, Notifications and Resolutions related to tenders issued by PWD Government of Maharashtra and which are uploaded on website of PWD ,Maharashtra upto 15 days prior to date of submission of bid, shall have overriding effect on the conditions in bid document .
1.34	If offers of two or more bidders are found identical, then all such bidders shall be asked to submit their revised offers in closed envelope in presence of tender opening authority, The offers shall be less than the offer already submitted. The bidders with lowest offer shall be considered for award of work.
1.35	Key Personnel - The absence of Key Personnel mentioned in the tender at site due to some Genuine reason , personnel mention above shall seek the prior written permission from Sub Divisional Engineer In charge of the Project.
1.36	For any Change in Personnel, contractor shall obtained prior written approval from Engineer In charge to replace the personnel with Personnel equal or more qualification
1.37	If contractor fails to appoints any of the staff mention in Annexure II at site amount below shown amount shall be recoverable from the contractor bill

	Personnel	Amount Recoverable on account of non-availability of person
1	Site Supervisor (daily)	Rs 25000/- Per Month
2	Plant / SCADA system supervisor (daily)	Rs 20000/- Per Month

1.38	The Site Supervise or Engineer to Supervise/Assist the work on behalf of PWD will be appointed after the selection by the engineer in charge, The complete right to deploy the concern
1.39	<u>Tender Percentage for Royalty and Testing charges:-</u> The percentage rate figure (Above or Below percent) accepted by the Bidder in the Form of Bid shall not be applicable on the items of Royalty and Testing charges work included in Schedule "BoQ".
1.40	At any point of time during tender process, work execution period, Defect Liability Period, submitted papers/documents/applications including material purchase vouchers, test reports, bitumen challans, quantity related papers or any papers of contractor should be true, correct & if the papers submitted by Contractor is found incorrect, faulty, not true, dubious, bogus, forged etc. then relevant actions of blacklisting & criminal proceedings as per Indian Penal Code (IPC) shall be initiated against Contractor/ JV / Partnership Firms/Private Ltd./Companies(Bidder). PWD Officers / Engineers / Divisional Account Officers shall not be held responsible for the papers submitted by the Contractor.
1.41	During Technical Opening/Scrutiny of envelop No.1 of tender, if contractor submits false papers / reports for fulfillment of qualifying criteria, then envelop No.2 of such contractor shall not be opened. Also such PWD registered contractor / non registered contractor shall be blacklisted & information of contractor being blacklisted shall be circulated to all P. W. Divisions & allied P. W. Departments.
1.42	After issuance of work order, if it is founds that papers submitted / uploaded are forged, bogus, incorrect, then such contractor shall be blacklisted & Criminal Proceeding as per IPC shall be initiated. If work is at initial stage, the tender of work shall be cancelled.

1.43	Engineer In charge or his representative shall minutely inspect the defects, if any, in the works. If defects occurred are found beyond repair or entire / part of work is felt essential to be recast / redone, such instructions shall be issued to contractor and contractor shall be instructed to recast / redo the said defective work within three months. In case of any dispute, case shall be submitted to the Chief Engineer, P.W.Region, Nagpur and his decision shall be final & binding on the contractor
1.44	It Is Binding On The Contactor To Execute The Agreement In Non Judicial Stamp Paper Purchased Hum Amounting To Value Applicable To Tender Cost. It Is Mandatory To Pay Appropriates of Stamp Duty To Revenue Authority By Contractor After Acceptance Of Tender As Per Government of Maharashtra, Revenue And Forest Department Circular No. 2020 01—2016 /Case No 218/ M-1(Policy) dated 18/03/2021
1.45	<u>Payment of Security Deposit by Bank Guarantee and Online BG Verification:</u> If the contractor wishes to pay security deposit by Bank Guarantee after tender approval then it is mandatory for contractor to verify the Bank Guarantee by paying verification fessof Rs.1000/- through the link provided below <u>https://onlinebg.emahapwd.com/</u> Under this the detailed procedure of online BG verification is mentioned and also use manual can be downloaded. After confirmation of truthfulness of BG, tender will be accepted and work order will be given.

Work Description

Name of Works : Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhag No 2
Yavatmal

FORM B-1

PERCENTAGE RATE TENDER AND CONTRACT FOR WORK

- 1) All work 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 Chief Officer and signed by **Chief Officer, MUNICIPAL COUNCIL YAVATMAL**

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

Where the work are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Government of Maharashtra, specifications with designs and drawing shall form part of the accepted tender.

- 2) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, and in the event of the absence of any partner it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
- A (i) The contractor shall pay along with the tender the sum of **Rs 25,379.00** as and by way of earnest money. Earnest money shall be paid via online The said amount of earnest money shall not carry any interest whatsoever.
- (ii) In the event of his tender being accepted, subject to the provision of sub clause (iii) below, the said amount of earnest money shall be appropriated towards the amount deposit payable by him under condition of General Conditions of Contract.
- (iii) If after submitting the tender, the contractor withdraws his offer or modifies the same or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit, without prejudice to any other rights and powers of the Government hereunder, or in law, Government shall be entitled to forfeit the full amount of the earnest money deposited by him.
- (iv) In the event of his tender not being accepted, the amount of earnest money deposited by the contractors shall, unless it is forfeited prior under the provision of sub-clause (ii) above, be refunded to him online.
- 3) Receipt 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 receipts shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
- 4) Any person who submits a tender shall fill up the usual printed form including the column of estimated quantities stating at what rate he is willing to undertake all item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work or which contain any other conditions of any sort, will be liable for rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenderers shall have the name and the number of work to which they refer written outside the envelope.

- 5) The **Chief Officer Municipal Council Yavatmal** his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall thereupon, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall refund the amount of earnest money deposited by the contractor online.
- 6) The officer competent to dispose of the tender shall have the right to reject any or all of the tenders.
- 7) No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Chief Officer.
- 8) The memorandum of the work to be tendered for and the schedule of materials to be supplied by the Municipal Council Yavatmal and their rates shall be filled in and completed by the office of the Chief Officer 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 done this before the contractor completes and delivers his tender.
- 9) All work shall be measured net by standard measure and according to the rules and customs of the Municipal Council Yavatmal without reference to any local custom.
- 10) Under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 11) All correction and additions or pasted slips should be initialed.
- 12) The measurement of work will be taken according to the usual method in the Public Work Department and no proposal to adopt alternative methods will be accepted. The Chief Officer's decision as to what is "the usual method in use in Public Work Department" will be final & binding on all parties.
 - (i) The contractor shall give a list of machinery in their possession and which they propose to use on the work.
 - (ii) The contractor will have to construct shed for storing materials procured by him at his own cost at the work site having double locking arrangement. The materials will be taken for use in the presence of the Departmental Person. No materials will be allowed to be removed from site of the work.
- 13) The tender will be liable to be rejected, if while submitting it, the tenderer or in the case of a firm each partner thereof does not sign or the signature / signatures is / are not attested by a witness of the tender in the space provided for the purpose.
- ~~14) **Use of Government Machinery**
 - (a) If Government Machinery is available and the contractor desires to hire it for Work on the project it may be hired to him subject to the rules and hire charges that may be laid down by the Government from time to time during the currency of tender.
 - (b) No security will be taken from the contractor, so long as the machinery is worked by the departmental staff and under the entire control of department and is not handed over to the contractor at all for operation by his crew and staff and the charges for the use of machinery are levied on hourly basis and as per prevailing schedule of rate for hire charges.
 - (c) Machinery should be worked only where the departmental staff is confident to use it safely & never in difficult situation and dangerous spot.
 - (d) The recovery of plant hire charges will be immediately made through the next Running Accounts bills.~~
- 15) The tendering contractors shall furnish a declaration along with the tender showing all works for he has already entered into contract, and the value of work that remains to be executed in each case on the date of submitting tender.

- 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.
- 17) The contractor will have to construct shed for storing controlled and valuable materials issued to him under schedule 'A' of the agreement. The materials will then 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 tendering contractor should furnish a detailed statement of works in hand, showing the cost of works in hand, the works completed against each with certificate from head of the office concerned
- 19) **Bids from Joint ventures are acceptable**

Tender by joint venture of two or more registered /unregistered contractors.

1. Two or more contractors registered with Government of Maharashtra or unregistered contractor /individual /firm can form a Joint Venture (JV) to bid for the work subject to following conditions
- 2 The JV for the whole period of the contract work including defect liability period.
- 3 The JV shall neither be dissolved nor can any partner retire till all liabilities of the contract work is liquidated and till the expiry of defect liability period.
- 4 The JV shall nominate one lead partner who is registered in highest class / higher work done as contractor amongst the partners of JV, and whose share in the partnership shall not be less than 50%.in the JV.
- 5 No partner in the JV shall have a share less than 20% in the JV.
- 6 The share of each partner in the JV shall be in proportion to their capacity to tender for works according to their class of registration /Capacity of Work done to bid for work.
- 7 The capacity of the JV to bid for the tender will be that of the contractor registered in highest class./work done capacity
- 8 The annual turnover, work in hand, items of important works shall be computed on the basis of total of all partners in the JV.
- 9 The qualification regarding similar type of work can be fulfilled by any partner of the JV.
- 10 All the documents required to be uploaded by bidder in envelope number 1 shall be applicable to each partner of JV.
- 11 The contractor shall take care to see that all required documents like certificate of turnover, registration etc. and other of every partner of JV is uploaded in envelope number 1. If any document of any partner is not uploaded, the tender of JV is likely to be summarily rejected.
- 12 All online activities of e tendering shall be performed by the lead partner and in his name.
- 13 No partner in JV shall be permitted to bid for the same work on the basis of his individual registration.
- 14 For participating in bid they shall register online in the name of joint Venture on the "http://pwd.mahaetenders.in".
- 15 The Empanelment on "http://pwd.mahaetenders.in" shall be only for this work.
- 16 In case of Joint Venture, the scanned & digitally signed copy of notarized Joint Venture (partnership) deed, as acceptable to Register of firms ,shall be submitted in Envelop No. 1. If joint venture firm is found lowest at the time of opening of bids, the tenderer shall register the joint venture with the Registrar of Firm and submit the same to the Engineer-in-charge within 45 days from the date of opening of tender, failing which his bid shall be considered on responsive and the Bid Security shall be forfeited.
- 17 The registration of Joint venture deed with the registrar of firms shall be mandatory in case the work is allotted

TENDER FOR WORKS

I / We hereby tender for the execution for the Governor of Maharashtra (here in before and here in after referred to as Government) of the work specified in the under written memorandum within the time specified in such memorandum at*

* In figure as well as in words.

_____))
Percent below / above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawing and instructions in writing referred to in rule 1 here of and in clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

MEMORANDUM

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

I The amount of earnest money to be deposited shall be in accordance with the provision of the paras 206 and 207 of the M.P.W. Manual.

(d) The deposit shall be accordance with paras 213 & 214 of M.P.W. Manual.

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

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

(a) General Description:- Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhag No 2 Yavatmal

(b) Estimated cost : Rs. 25,37,971.00

c) Earnest Money: Rs. 25,379.00

(d) Security Deposit : Rs 10 %

(e) Percentage, if any, to be deducted from bill so as to make up the total amount required as security deposit by time the half the work as measured by the cost is done 1 percent.

(f) Time allowed for the work from date of written order to commence is **6 (Six)** months including monsoon should this tender be accepted.

I / We hereby agree that this offer shall remain open for acceptance for a minimum period of 90 days from the date fixed for opening the same and thereafter until it is withdrawn by us / by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of such authority. Treasury challan No. _____ dated _____ Term Deposit Receipt; in respect of sum of **Rs. /-** representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the government should I / We fail to (1) abide by the stipulation to keep the offer open for the period mentioned above or (2) signed and complete the contract documents required by the Engineer and furnish the security deposit as specified in item (d) of memorandum contained in paragraph 1 above, within the time limit laid down in clause (i) of the annexed general conditions of the contract. The amount of earnest 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 above, within the time limit laid down in clause

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 to forfeit and pay to government the sum of money mentioned in the said condition. Receipt no ----- dt -----from the government Treasury at in respect of the sum **Rs. /-** forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Government should/we not deposit the fully amount of security specified in the above memorandum in accordance with Clause 1(A) of the said conditions of the contract. Otherwise the said sum of **Rs. /-** shall be refunded

Signature of
Contractor before
submission of tender.

Contractor

(Address)
Dated the _____ day of _____ 2024.

Signature of witness
to Contractor's Signature.

Witness

(Address)
Dated the _____ day of _____ 2024

Signature of the officer by
whom accepted.

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

Chief Officer Municipal
Council Yavatmal

Dated the _____ day of _____ 2024

INTEGRITY PACT

Between

Municipal Council Yavatmal, Maharashtra Government
having its Office at Bandhkam Bhawan, Fort Mumbai - 400001

hereinafter referred to as

"MUNICIPAL COUNCIL YAVATMAL",

(Insert the name of the Sole 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)

.....
Here inafter referred to

as "The

Bidder/Contractor"

Preamble

MUNICIPAL COUNCIL YAVATMAL intends to award,
underlaid-down organizational procedures, contract(s) for

[Insert the name of tile package] **Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhag
No 2 Yavatmal**

(Signature) _

(For & On behalf of)

MUNICIPAL COUNCIL YAVATMAL

(Signature) _

(For & On behalf of Bidder

Partner(s) of Joint Venture/ Contractor)

Package and Specification - **Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhag No 2 Yavatmal**

Number [Insert Specification Number of the package]

MUNICIPAL COUNCIL YAVATMAL 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, MUNICIPAL COUNCIL YAVATMAL 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 MUNICIPAL COUNCIL YAVATMAL

(1) MUNICIPAL COUNCIL YAVATMAL commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of MUNICIPAL COUNCIL YAVATMAL, 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) MUNICIPAL COUNCIL YAVATMAL will during the tender process treat all Bidder(s) with equity and fairness. MUNICIPAL COUNCIL YAVATMAL 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) MUNICIPAL COUNCIL YAVATMAL 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 DIRECTOR OF MUNICIPAL ADMINISTRATION, MUMBAI, Maharashtra Government obtains information on the conduct of any employee of MUNICIPAL COUNCIL YAVATMAL 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 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 MUNICIPAL COUNCIL YAVATMAL, or to any of MUNICIPAL COUNCIL YAVATMAL'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 MUNICIPAL COUNCIL YAVATMAL 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/information's in order to influence the bidding process or the execution of the contract to the detriment of MUNICIPAL COUNCIL YAVATMAL.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- 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, MUNICIPAL COUNCIL YAVATMAL 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, MUNICIPAL COUNCIL YAVATMAL 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, MUNICIPAL COUNCIL YAVATMAL may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

(1) If MUNICIPAL COUNCIL YAVATMAL has disqualified the Bidder from the tender process prior to the award under Section III, MUNICIPAL COUNCIL YAVATMAL may forfeit the Bid Guarantee under the Bid.

(2) If MUNICIPAL COUNCIL YAVATMAL has terminated the contract under Section III,

MUNICIPAL COUNCIL YAVATMAL 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.

(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) MUNICIPAL COUNCIL YAVATMAL will enter into agreements with identical conditions as this one with all Bidders. (2) MUNICIPAL COUNCIL YAVATMAL 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 MUNICIPAL COUNCIL YAVATMAL obtains knowledge of conduct of a Bidder or a Contractor or Iussubcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if MUNICIPAL COUNCIL YAVATMAL has substantive suspicion in this regard, MUNICIPAL COUNCIL YAVATMAL will inform the Chief Vigilance Officer (CVO).

(*) Section VIII - Independent External Monitor / Monitors

(1) MUNICIPAL COUNCIL YAVATMAL 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 DIRECTOR , Maharashtra Government, MUNICIPAL COUNCIL YAVATMAL , 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 DIRECTOR OF MUNICIPLE ADMINISTRATION, MUMBAI, Maharashtra Government, MUNICIPAL COUNCIL YAVATMAL, giving Joint findings.

(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 DIRECTOR OF MUNICIPLE ADMINISTRATION, MUMBAI, Maharashtra Government, MUNICIPAL COUNCIL YAVATMAL.

(4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access Without restriction to all documentation of MUNICIPAL COUNCIL YAVATMAL 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 Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

(5) MUNICIPAL COUNCIL YAVATMAL will provide to the IEM information as sought by him which could have an impact on the contractual relations between MUNICIPAL COUNCIL YAVATMAL 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 DIRECTOR OF MUNICIPAL ADMINISTRATION, MUMBAI, Maharashtra Government, MUNICIPAL COUNCIL YAVATMAL and request the DIRECTOR OF MUNICIPAL ADMINISTRATION, MUMBAI, Maharashtra Government, MUNICIPAL COUNCIL YAVATMAL 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 MUNICIPAL COUNCIL YAVATMAL and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to MUNICIPAL COUNCIL YAVATMAL.

(7) The IEM will submit a written report to the DIRECTOR OF MUNICIPAL ADMINISTRATION, MUMBAI, Maharashtra Government, MUNICIPAL COUNCIL YAVATMAL within 8 to 10 weeks from the date of reference or intimation to him by MUNICIPAL COUNCIL YAVATMAL and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the IEM has reported to the DIRECTOR OF MUNICIPAL ADMINISTRATION, MUMBAI, Maharashtra Government, MUNICIPAL COUNCIL YAVATMAL, a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India, and the DIRECTOR OF MUNICIPAL ADMINISTRATION, MUMBAI, Maharashtra Government, MUNICIPAL COUNCIL YAVATMAL 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.

(9) The word '**IEM**' would include both singular and plural.

(*) Thus Section shall be applicable for only those packages wherein 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 MUNICIPAL COUNCIL YAVATMAL. 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 to wherein IEM are not Identified in Section IFBI BDS of Condition of Contract, Volume-I, IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract, volume-I.

(Signature) _

(For & On behalf of)

MUNICIPAL COUNCIL YAVATMAL

(Signature) _

(For & On behalf of Bidder

Partner(s)of Joint Venture/ Contractor)

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

(Signature) _

(For & On behalf of)

MUNICIPAL COUNCIL YAVATMAL

(Office Seal)

(Signature) _

(For & On behalf of Bidder

Partner(s)of Joint Venture/ Contractor)

(Office Seal)

• Name.,
Designation

Name: Designation' Designation'
' Designation'

Witness 1:.
(Name & Address).

Witness 1:
(Name & Address)

Witness 2:
(Name & Address) .

Witness 2:
(Name & Address).

CONDITIONS OF CONTRACT

Clause 1: The person / persons whose tender may be accepted (herein after called the contractor, which expression shall unless excluded by or repugnant to the context include his, heirs executors, administrators, contractor and assigns) shall (A) within 10 days (which may be extended by the Chief Officer Yavatmal concerned upto 15 days if the Chief Officer Yavatmal thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Chief Officer in cash or Govt. securities endorsed to the Chief Officer (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in 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 1 (One) percent of all moneys so payable, such deduction to be held by Government by way of security deposit, provided always, that, in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, the sum so deposited shall not amount to 1 (One) percent, of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract, to make up the payment to the contractor for work done under the contract to make up the full amount of 1 (One) percent, by deducting a sufficient sum from every such payment as last aforesaid, until the full amount of the security deposit is made up.

All compensation or other sum of money payable by the contractor to government under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due by Government to the contractor under any other contract or transaction of any nature on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days there after make good in cash or Government securities endorsed as aforesaid, any sums or sums which may have been deducted from or raised by sale of his security deposits or may 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.

If the amount of the Security Deposit to be paid in lump sum within the period specified at (A) above is not paid, the tender / Contract already accepted shall be considered as cancelled and legal step will be taken against the contractor for recovery of the amounts.

Defect liability period as per Maharashtra Government Public work Department Rule No.2018/pr.kr.151/bulding-2,Mumbai-400032, Date: 14/01/2019

If DLP Period is more than two years, then Balance 10% amount of Security Deposit shall be Refund to Contractor only after the Submission of DD/FDR/Bank Guarantee of Schedule Bank/Nationalised Bank valid for till Defect liability period + one month of in the name of Chief Officer.

The amount of security deposit retained by the Government shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period up to which the contractor has agreed to maintain the work in good order, then subject to provisions of clause 17 and 20 here of the amount of security deposit retained by Government shall be adjusted towards the excess cost incurred by the department on rectification work *+ This will be the same percentage as that in the tender at (e). Compensation for delay

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

+	¼ of the work in	¼	of the time
	1/2 of the work in	½	of the time
	¾ of the work in	¾	of the time
	Full Work	3(Three)	months of the time

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 amounts as the Chief Officer Yavatmal (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 provision of this clause shall not exceed 10 percent of the estimated cost of the work shown in the tender. Chief Officer Yavatmal should be the final authority in this respect irrespective of the fact that the tender is accepted by Chief Officer Yavatmal

Action when whole of Security Deposit is forfeited.

Clause 3 : In any case in which under any clause or clauses of this contracts the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Chief Officer on behalf of the Governor of Maharashtra shall have power to adopt any of the following courses as he may deem best suited to the interest of Government.

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

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

departmentally shall be final and conclusive against the contractor.

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

In case the contract shall be rescinded under clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed by him under this contract unless and until the Chief Officer shall have certified in writing the performance of such work and the amount payable to him in respect thereof 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 contractor, the amount of excess value shall be deducted from any money due to the contractor by the Govt. under the contract or otherwise, howsoever or from his security deposit or the sale proceeds thereof provided howsoever, that the contractor shall have no claim against government even if certified value of the work done departmentally or through a new contract except the certified cost of such work and allied expenses provided always that whichever of the three courses mentioned in clause (a) (b) or (c) is adopted by the Chief Officer, the contractor shall have no claim to compensation for any loss sustained by reason of him having no claim to compensation for any materials, or entered into engagement or made any advance on account of or with a view of the execution of the work or the performance of contract. Action when process of particular work is unsatisfactory

Clause 4 : If the progress of any particular portion of the work is unsatisfactory the Chief Officer shall not with standing that the general progress of the work is satisfactory in accordance with clause 2 be entitled to take action under clause 3 (b) after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.

Contractor remains liable to pay compensation if action not taken under clause 3. Power to take possession of or required removal of or all contractor's plant

Clause 5: In any case in which any of the powers conferred upon the Chief Officer 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 waiver of any of the conditions hereof and such powers shall not-with standing be exercisable in any future case of default by the contractor for which by under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Chief Officer taking action under sub-clause (a) or (c) of clause (3) he may, if he so desires, take possession of all or any tool plant, materials and stores in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing, for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates, to be

certified by the Chief Officer whose certificate there of shall be final. In the alternative the Chief Officer may, by notice in writing to the contractor or to his clerk of the works, foreman or other authorized agent require him to remove such tools, plant materials or stores from the premises within a time to be specified in such notice and in the event of contractor failing to comply with any such requisition the Chief Officer may remove them at the contractor's expenses or sale them by auction or private sale, at risk and account of the contractor in all such removal and the amount of the proceeds and expenses of any such sale be final and conclusive against the contractor.

Extension of time limit.

Clause 6: If the contractor desires an extension of the time for completion of the work on the ground of his having unavoidable hindering in its execution or on the other ground, he

shall apply in writing to the Chief Officer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date to which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Chief Officer may, if in his opinion there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Chief Officer in this matter shall be final.

Clause 6 A : In the case of delay in handing over the land required for the work due to unforeseen cause, the contractor shall not be entitled for any compensation whatsoever from the Government on the ground that the machinery or the labour was idle for certain period. Contractor may, however apply for extension of time limit which may be granted on the merit of the case.

Final Certificate

Clause 7 : On completion of the work the contractor shall be furnished with a certificate by the Chief Officer (Hereinafter called the Engineer-in-charge) in such completion but no certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned of the dirt from all wood work, doors, floors or other parts of any building in or upon which the work has been executed or on which he may have had possession for the purpose of executing the work or 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 the approval of the Engineer –in charge the said measurement being binding and conclusive against

the contractor. If the contractor fails to comply with the requirement of the clause as to the removal of scaffolding, surplus material and rubbish and cleaning of dirt on or before the date fixed for the completion of the work. The Engineer-in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean of such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Payments on intermediate certificate to be regarded as advance.

Clause 8: No payment shall be made for any work estimated to cost less than Rs. One thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of the works estimated to cost more than Rs. One thousand, the contractor shall not submit a monthly bill there off 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 payable shall be final and conclusive against the contractor. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not preclude the Engineer- in-charge from requiring any bad,

unsound, imperfect or unskillful work to be removed and taken away and reconstructed or rejected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part thereof, in any respect of the occurring of any claim, nor shall it conclude, determine or affect in any way the powers of the Engineer-in-charge as to final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the

work shall be final and binding on all parties.

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. One thousand agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in preparation of final or on account bills.

Bill to be submitted monthly

Clause 10 : A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed submitted in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim so far as it is admissible shall be adjusted, if possible within ten days from the presentation of the bill. If the contractor does not submit the bill within time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be on printed form.

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 rate hereinafter provided for such work.

Stores supplied by Government.

Clause 12: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the P.W.D. 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 in any way to control the meaning or effect of this construction 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 construction only, and values of the full quantity of materials and stores as supplied shall be set off or reduced from any sums then due, or here after to become due to the contractor under the contract or otherwise or from the security deposits, or the proceeds of sale thereof, if the deposit is held in Government, and shall on no account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-charge. Any such material unused and is perfectly in good condition at the time of completion or determination of the contract shall be returned to the Municipal Council Yavatmal stores, if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with such consent 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 into damage thereto.

Store Material Clause 12 A : All store of contractor material such as cement ,steel Bitumen etc Supplied by the contractor at his own cost should be kept by the contractor under lock and key and will be accessible for inspection by the Chief Officer or his agent at all times

Work to be executed in accordance with specification, drawing, orders etc. Clause 13: The contractor shall execute the whole and every part of the work like manner and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also confirm exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office or at the site of work during office hours. The contractor will be entitled to receive three sets of contracts 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. 500 /- per set of contact drawing and Rs. 150/- per working drawing except where otherwise specified.

Alteration in Specifications and designs not to invalidate contract. Clause 14: The Engineer-in-charge shall have power to make any alterations in, or additions to, the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as a part of the work shall be carried out by the contractor in the same conditions in all respects on which he agreed to the main work and at the same rates as per specified in the tender for the main work. And if the additional or altered work, includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in Schedule of Rates of the division or at the mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. If the additional or altered work, for which no rate is entered in the schedule of rates of the division, is ordered to be carried out before the rates are agreed upon, then the contractor shall within seven days of the date of receipt by him of order to carry out work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incurs any expenditure in regard thereto before the rate shall have been determined as lastly herein-before mentioned then in such case he shall only be entitled to be paid in-respect if the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Chief Officer Yavatmal of the Circle will be final.

Rate for work not entered in estimate or schedule of rates of the district.

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

Extension of time in consequence of addition or alteration.	The time limit for the completion of 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.
No claim to any payment or compensation for alteration in or restriction of work.	Clause 15 : (1) If at any time after the execution of the contract documents, the Engineer in charge shall for any reason whatsoever (other than default on the part of the contractor and for which 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 state 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 the decision of the Engineer in charge as to the stage at which the work or any part or it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation what-so-ever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment except to the extent specified here-in-after. (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 days prior notice in writing to the Engineer in charge , within 30 days of the expiry of the said period of 90 days of such Intention and requiring the Engineer in charge to record the final measurements of the work already done and to pay the final bill. Upon given such notice, the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under this contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provision of this clause. (3) Where the Engineer in charge requires 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 in charge within 30 days of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on account of his having, had to pay the salary or wages of labour engaged by him during the said period of suspension. Provided always that, the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension what-so-ever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in charge in this regard shall be final and conclusive against the contractor. (4) <u>In the event of</u>

- (i) Any total stoppage of work on notice from the Engineer in charge under sub-clause (1).
- (ii) Withdrawal by the contractor from the contractual obligation to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.
- (iii) Curtailment in the quantity of any item or items originally tendered on account of any alteration, omission or substitution in the specifications, drawings, designs or instructions under clause 14(1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rate for the items specified in the tender is more than Rs.Ten Thousand(Rs.10,000/-)

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

Time limit for unforeseen claims.

Clause 16: Under no circumstance what so ever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted claim in writing to the Engineer –in Charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17: If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer –in Charge or his subordinate in-charge or the work, that any work has been executed with unsound, imperfect unskilled 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 contractor, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may be require or if so required, shall remove the materials or articles so specified and provided other proper and suitable materials or article at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of 1% on the amount of the estimate for every day not exceeding 10 days, during which the failure so continues and in the case of any such failure, the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or article complained of, as the case

may be, at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix leveling

Work to be open to inspection.

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 to inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge of his subordinates to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a 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.

Contractor or responsible agent to be present.

Notice to be given before the work is covered up.

Clause 19 : The contractor shall give not less than 5 days notice in writing to the Engineer-in-charge or his subordinates 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 hereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractors expense and in default thereof payment or allowance shall be made for such work or for the materials with which the same was executed.

Contractor liable for damage done and for imperfection.

Clause 20 : If during the period of (i) For Road work **36 (Thirty Six)** months from the date of completion as certified by the Engineer-in-charge pursuant to the clause 7 of the contract or (i) For Road work **36 (Thirty Six)** months after commissioning of the work whichever is earlier in the opinion of the Engineer-In- charge , the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt on the notice in that behalf from the Engineer-In- charge, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Engineer-In- charge. In the event of the contractor failing and neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice the Engineer-In- charge may get the same executed and carried out departmentally or by other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the government the amount of such costs, charges and expenses sustained or incurred by the government of which the certificate of the Engineer-In- charge shall be final and binding on the contractor. Such costs, charges and expense shall be deemed to be arrears of land revenue and in the event of 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 thereafter become payable by 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.

Entirely inspect the defects, if any, in the works. If defects occurred are found beyond repair or entire / part of work is felt essential to be recast / redone, such instructions shall be issued to contractor and contractor shall be instructed to recast / redo the said defective work within three months. In case of any dispute, case shall be submitted to the Chief Engineer, Municipal Council Yavatmal and his decision shall be final & binding on the contractor Contractors to supply plant, ladders, scaffolding etc.

Clause 21 : The contractor shall supply at his own cost all materials (except such special material if any) as may be supplied from the Municipal Council Yavatmal Stores, in accordance with the contract, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and any temporary works which may be required for the proper execution of the work, in the original, altered or substituted form, whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter on which And is liable for damages arising from non-provisions of lights, fencing etc. under these Conditions he is entitled to be satisfied, or which he is entitled to require together with 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 materials. Failing this 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 sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the Public from accident and shall also be bound to bear the expenses of defense every suit, action or other legal proceedings at law that may be brought by any person for injury sustained owing to the neglect of the above precautions, and to pay damages and cost such person or which may with the consent of the contractor be paid in compromising any claim by any such person.

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

- a) Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from a ladder or by other means.
- b) A scaffold shall not be constructed, taken down 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 appliance connected therewith and all ladders shall -
 - i) Be of sound material
 - ii) Be of adequate strength having regard to the loads and strains to which they will be subjected, and
 - iii) Be maintained in proper condition.

- d) Scaffolds shall be erected on a firm and level surface. ere of can be displaced in consequence of normal use.
- e) Scaffolds shall not be overloaded and as far as practicable the load shall be evenly distributed.
- f) Before installing lifting gear on scaffolds special precaution shall be taken to ensure the strength and stability of the scaffolds.
- g) Scaffolds shall be periodically inspected by a competent person.
- h) Before allowing a scaffold to be used by his workmen, the contractor shall check whether the scaffold has been erected by his workmen or not take steps and to ensure that it complies fully with the regulations herein specified.
- i) Working platforms, gangways, and stairways shall -
- i) Be so constructed that no part thereof can sag unduly or unequally.
- ii) Be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and
- j) In the case of working platforms, gangways, working places and stairways at a height exceeding 3 meters.
- i) Every working platform and every gangways shall have to be closely boarded unless other adequate measures are taken to ensure safety.
- ii) Every working platform, gangways, working places, stairway shall be suitably fenced.
- k) Every opening in the floor of the building or in working platform shall except for the time and to the extent required to allow the access or persons or the transport or shifting of materials be provided with suitably means to prevent the fall of persons or material.
- l) When persons are employed on a roof where there is danger of falling from a height exceeding 3 meters suitable precaution shall be taken to prevent the fall of persons or materials.
- m) Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from scaffolds or other working place. Safe means of access shall be provided to all working platforms and other working places.
- n) Safe means of access shall be provided to all working

p l a t f o r m a n d o t h e r w o r k i n g P l a c e s . C l a u s e 2 1 B :	The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him. a) Hoisting machines and tackle, including their attachment, anchorage's and sports 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 material or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect. c) Hoisting machines and tackle shall be examined and adequately tested after erected on the site and before use and be reexamined 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 of materials or as a means of suspension shall be periodically examined. e) Every crane driver or hoisting appliance operator shall be properly qualified. f) No person who is below the age of 21 years shall be in control of any hoisting machine, including any scaffolds, which give signals to the operator. g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate. h) Every hoisting machine and all gear referred to in the 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 condition under which it is applicable shall be clearly indicated. j) No part of any hoisting machine or of any gear referred to in regulation of above shall be loaded beyond the safe working load except for the purpose of testing. k) Motors, gearing transmissions, electric wiring and other dangerous part of hoisting appliance shall be provided with efficient safe guards. l) Hoisting appliances shall be provided with such means as will reduce to a minimum risk of the accidental descent of the load.
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- m) A minimum 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, bush wood or grass without a written permit from the Engineer in charge.

When such permit is given and also in all cases when destroying cut or dug up trees, bush wood grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

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

Liability of contractors Clause 23: Compensation for all damage done intentionally or unintentionally by contractors for any damage done in or outside work area.

labour whether in or beyond the limits of contractor for government property including any damage caused by the spreading of any damage fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Chief Officer Yavatmal 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 clause 1 or deducted by the Engineer-in-charge from any sum that may be due to or become due from government to the contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour

Clause 24: The employment of female labourers on works in the neighborhood of soldier's barracks should be avoided as far as possible.

Work on Sunday

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

Work not to be sublet.

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

Clause 26: The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated and insolvent or make any composition with his creditors, or attempt so to do the Engineer-in-charge may be notice in writing rescind the contract. Also if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised 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 office r or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may

be giving notice in writing rescind the contract. In the event of a contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Government and same consequences shall as ensue as if the contract has been rescinded under clause 3 hereof 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 sum payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied of 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 the firm to be notified.

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

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

Work to be under direction and control of Superintending Engineer.

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

(2) The contractor may within thirty days of receipt by him of any order passed by the Chief Officer Yavatmal of the Circle as aforesaid appeal against it to the Chief Officer Yavatmal concerned with the contract, work or project provided that -

(a) The accepted value of the contract exceeds Rs. 10 lacks (Rupees Ten Lakhs)

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

(3) If the contractor is not satisfied with the order passed by the Chief Officer Yavatmal as aforesaid the contractor may within thirty days of receipt by him of any such order, appeal against it to the concerned Secretary, Municipal Council Yavatmal who, if convinced the prima-facie the contractor's claim rejected by the Chief Officer Yavatmal / Chief Officer Yavatmal 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

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Store of European or American manufactures to be obtained from the Government	Clause 31: The contractor shall obtain from the P.W.D. stores all stores and article of European or American manufacture which may be required for the work, or any part of the work or in making up any article 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 Engineer-in-charge will be debited to the contractor in his account at the rates shown in the Schedule in form “A” attached to contract and if they are not entered in the said Schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever, which may have to be incurred in obtaining delivery of the same as the stores aforesaid. Lump sums inestimates. Clause 32 : When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if part of the work question is not in the opining of the Engineer-in-charge capable of measurement the Engineer-in-charge may at his discretion pay lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.
Action where no specification.	Clause 33: In the case of any class of work for which there is no such specification as in mentioned in Rule-1, such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instruction and requirement of the Engineer-in-charge.
Definition of work.	Clause 34 : The expression ‘works’ or ‘work’ where used in these condition shall, unless there be something in the subject or context repugnant to such construction be constructed to mean the work or the work contractor 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	Clause 36: All quarry fees, royalties, Octri dues and ground rent for stacking materials if any, should be paid by the contractor.

Compensation under Workman's Compensation Act.

Clause 37: The contractor shall be responsible for and shall pay compensation to his Workmen payable under the Workmen's compensation Act, 1923 (VIII of 1923), (hereinafter compensation is payable and or paid by Government as principal under the subsection (1) of section 12 of the said Act on behalf of the contractor this shall be recoverable by Government from the contractor under sub section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

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

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

- (a) The worker shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- (b) When work carried on in proximity to any place where there is no risk of drawing, all necessary equipment's shall be provided and kept ready for use and all necessary steps shall be taken prompt rescue of any person in danger.
- (c) Adequate provision shall be made for prompt first-aid treatment for all injuries likely to be sustained during the course of the work.

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

Claim for quantity of works entered in the tender or estimate.	Clause 38: Excess quantity shall be executed only after prior permission of the authority granting Administrative Approval to the work. It shall be paid at tender rate only. (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 specification prescribed a different percentage of permissible variation, the quantity of the items does not exceed the tender quantity by more than 25% and so long as the value of excess quantity beyond this limit at the rate of the items specified in the tender, is not more than Rs. /- (2) The contractor shall if ordered in writing by the Engineer so to do, also carry out any quantities in excess of the limit mentioned in sub-clause (1) here of on the same conditions as and in accordance with the specifications in the tender and at the rates (i) minimum of (a) tendered rate and (b) rate derived after applying contractors Quote (No above Quote will be considered) on the current schedule of rates (execution year SSR rate) & in the absence of such rates, i.e for NON SSR item rates, (ii) at the rates prevailing in the market after applying the decrease (No above Quote will be considered) by the percentage which the total tendered amount bears to the estimated cost, Rs 25,37,971.00 of the work as put to tender based upon the schedule of rates applicable to the year in which the tenders is accepted. (3) Claims arising out of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs. 5000/- (This clause is not applicable to extra items)
	Employment of female or other labour.
	Clause 39: The contractor shall employ any female, convict or other labour of a particular kind of class if ordered in writing to do so by the Engineer-in-charge.
	Claim for compensation for delay in starting work
	Clause 40 : No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land and in the case of the clearance work of any delay in according sanction to estimates.
	Claim for compensation for delay in the execution of work
	Clause 41: No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil excavation in mud, subsoil water or 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 the Engineer-in-charge or of his subordinate in charge of the work failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed, the employment of donkey 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 breeching of string or thin rope. The breeching must be at least 3 inches wide and should be of tape (Newar)

(iii) No animals suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

(iv) The Engineer-in-charge or his agent authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibilities 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 disputes arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable the disputes shall be referred without delay to the Chief Officer who shall decide the same. The decision of the Chief Officer shall be conclusive and binding on the contractor, but such decision shall not in any way affect the condition in the contract regarding the payment to be made by the Government at the sanctioned tender rates.

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

Method of payment.

Clause 44: Payments to contractor shall be made by cheques drawn on any treasury within the Division convenient to them. Provided the amount exceeds Rs. 100/- Amount not exceeding Rs. 100/- will be paid in cash.

Acceptance of conditions compulsory before tendering the work.

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

Employment of scarcity labour.

Clause 46: If Government declares a state of scarcity or famine to exist in any village situated within 1 Kms. Of work, the contractor shall employ upon such parts of the work as suitable for unskilled labour any person certified to him by the Engineer in charge or by any person to whom Chief Officer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below minimum which may arise in connection with the implementation of this clause shall be decided by the Chief Officer whose decision shall be final and binding on the contractor.

Clause 47: The price quoted by the contractors shall not in any case exceed the control price, if any, fixed by Government or reasonable price which is permissible for him to charge as private purchaser for the same class and description of goods under the provisions of Hoarding and profiteering Prevention Ordinance 1984 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 reasons for quoting such higher price. The purchaser at his tender along with reasons for quoting such higher price. The purchaser at his discretion will in such higher price. 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 on the permissible under the Hoarding and Profiteering Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

Clause 48: The rates quoted by the Contractor shall be deemed to be inclusive of the labour welfare cess

and other taxes (other than GST) that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

Clause 48 A : The contractors are bound to pay to the labourers wages according to the Minimum Wages Act 1948 applicable to the Zone in accordance with the order issued in Government P.W.D./Circular No. MWA/ 1063, dated 07/12/1968.

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

Clause 49 A: The tendered rates shall be inclusive of all taxes, rates, cesses and are also inclusive of the leviable tax in respect of sale by transfer of property in goods involved in the execution of work contract under the provision of Rule 58 of Maharashtra Value Added Tax Act, 2005 for the purpose of levy of Tax.

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 to those persons enrolled under Maharashtra Government Employment and Self Employment Department Scheme. Provided, however, that if the required unskilled laboured 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 Engineer-in-charge of the said work obtained the rest of requirement of unskilled the labour from outside the above scheme.

Clause 51: Deleted

Clause 52: All amount whatsoever which the contractor is liable to pay to the Government in connection with the execution of the work including the amount payable in respect of (1) Material and / or stores supplied / issued hereunder by the Government to the contractor, (2) Hire charges in-respect of heavy plant machinery and equipment given on hire by the Government to the contractor, for execution by him of the work and / or on which the advance have been given by the Government to the contractor shall be deemed to be arrears of the lands revenue and the Government may without prejudice to any other rights and remedies of the Government recover the same from the contractor as arrears of land revenue.

Clause 53: The contractor shall duly comply with all the 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 statutes and statutory provision concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the Contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971. If the contractor fails or neglects to pay wages at the said rates or make short payment and the Government makes such payment of wages in full or part thereof less paid by the contractor, as the case may be the amount so paid by the Government to such worker shall be deemed to be arrears of land revenue and the Government shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the Government to the contractor hereunder or from any other amounts payable to him by the Government (Minimum Wages Act, as per Government Circular (AT / 1284 / (120) / Building, dated 14/08/1988).

Price
Variation

Clause 54 : 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 Nagpur Center as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and or in the Wholesale Price index for all commodities, prepared by the office of Economic Advisor, Ministry of Industry, Government of India or in the price of petrol / Oil and Lubricants, and major construction material like bitumen cement, steel, various type 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 components
- (iv) Bitumen component
- (v) HYSD & Mild / T.M.T. / Structural Steel component
- (vi) Cement component

Calculated as per formula hereinafter appearing shall be made. Apart from these, no other adjustment shall be made to the contract price for any reasons whatsoever. Component percentages 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 actual.

- (1) Labour Component - = 3.73 %
 (2) Material Component - = 71.83%
 (3) POL Component - = 24.44%

Total - 100.00 %

- (4) Steel Actual
 (5) Cement Actual
 (6) Bitumen Actual

(1) FORMULA FOR LABOUR COMPONENT:

$$V1 = 0.85 \times P \times \left[\frac{K1}{100} \right] \times \left[\frac{L1 - L0}{L0} \right]$$

WHERE

- V1 = 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, Steel and Bitumen calculated at the basic star rates as applicable for the tender consumed during the quarter under consideration. These star rates are specified here

Star Rates

(i)	Bitumen 60/70 grade	Rs. 00.00	Per MT
(ii)	Steel	Rs. 00.00	Per MT
(iii)	Cement	Rs. 00.00	Per MT

- K1 = Percentage of Labour Component as indicated above.
 L0 = Basic Consumer Price Index for Nagpur centre shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender falls.
 L1 = Average Consumer Price Index for Nagpur Centre for the quarter under Consideration.

(2) FORMULA FOR MATERIAL COMPONENT :

$$V2 = 0.85 \times P \times \left[\frac{K2}{100} \right] \times \left[\frac{M1 - M0}{M0} \right]$$

WHERE

- V2 = Amount of price variation in Rupees to be allowed for material Component
 P = Same as worked out for labour component.
 K2 = Percentage of Material Component as indicated above
 M0 = 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.
 M1 = Average Wholesale Price Index during the quarter under Consideration

(3) FORMULA FOR PETROL, OIL & LUBRICANT COMPONENT

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

WHERE

- V_3 = Amount of price variation in Rupees to be allowed for POL component
- P = Same as worked out for labour component.
- K_3 = Percentage of Petrol, Oil and Lubricant component
- P_0 = Average price of H S.D. 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 / MILD STEEL/ TMT/ STRUCTURAL STEEL COMPONENT

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

WHERE

- V_5 = Amount of price variation in Rupees to be allowed Mild Steel TMT Steel Component.
- S_0 = Basic rate of T.M.T HYSD/Mild Steel in rupees per metric tonne as considered for working out value of P.
- SI_1 = Average Steel Index published in the RBI Bulletin during the quarter under consideration.
- SI_0 = Average of Steel Index published in the RBI Bulletin for the quarter proceeding the month in which to the last date prescribed for receipt of tender falls.
- T = Tonnage of steel used in the permanent works for the quarter under consideration.

(5) FORMULA FOR CEMENT COMPONENT

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

WHERE

- V_6 = Amount of price variation 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 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 the last date prescribed for receipt of tender falls.
- T = Tonnage of cement used in the permanent works for the quarter under consideration.

(6) FORMULA FOR BITUMEN COMPONENT:

$$V4 = QB (B1 - B0)$$

WHERE

- V4 = Amount of price variation in Rupees to be allowed for Bitumen component.
- QB = Quantity of Bitumen (Grade) in metric tonnes used in the permanent works and approved enabling works during the quarter under consideration.
- B1 = Current average ex-refinery price per metric tonne of Bitumen (Grade) under Consideration including taxes (octroi, excise, sales tax) during the quarter under consideration.
- B0 = Basic rate of Bitumen in rupees per metric tonne as considered for working out value of P or average ex-refinery price in rupees per metric tonne including taxes (octroi, excise, sales tax, VAT) of Bitumen for the grade of bitumen under consideration prevailing quarter preceding the month in which the last date prescribed for receipt of tender, falls, whichever is higher.

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 work specified in the contract for work expires taking into consideration the extension of time if any for completion of the work granted by Engineer under the relevant clause of the conditions of contract in cases other than those where such extension is necessitated on account of default of the contractor. The decision of the Engineer as regards the operative period of the contract shall be final and binding 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 work from the date of levy of such compensation shall be worked out by pegging the indices L1, M1, B i P1, CI1 and SI1 to the levels corresponding to the date from which such compensation is levied.
- ii) 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 payable under the provisions of Clause 38 of the contract form B-1 since the rates payable for the extra items or the extra quantities under the clause 38 are to be fixed as per the current DSR or as mutually agreed subject 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 of the contract form B-1 extends beyond the operative date of the DSR, from the rates payable for the same beyond the date shall be revised with reference to the next current DSR prevalent at that time on year to year basis or revised rates, in accordance with mutual agreement thereon, as provided for in the contract, whichever is less.
- iii) This clause is operative both ways, i.e. if the price variation as calculated above is in 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 amount shall be deductible from any amounts due and payable under the contract.

~~iv) 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.~~

Clause 55 : (A) The anti-malaria and other health measures shall be as directed by the Joint Director (Malaria and Filaria) of Health Services, Pune.

(B) Contractor shall see that mosquito-genic conditions are not created so as to keep vector population for minimum level.

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

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

(E) Relations with Public Authorities: The contractor shall make sufficient arrangement for draining away the sludge water as well as water coming from the bathing and washing places and shall dispose off this water in such a way so as not to cause any substance. He shall also keep the premise clean by employing sufficient number of sweepers. The contractor shall comply with all rules, regulation bylaws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to Government. (vide Govt Circular No CST -1086 / CR-243 /Ka Building 2 /Mantralaya Bombay dt 11 September 1987

Clause 56: The contractor shall comply with all 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 breach of the contract and the Chief Officer Yavatmal 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 provision of the Act

Clause 57: The rates quoted by the Contractor shall be deemed to be inclusive of the labour welfare cess and other taxes (other than GST) that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

Payment of GST

i) Bidder shall quote his rate including GST.

ii) GST shall be payable on the accepted contract value.

iii) GST shall be paid to contractor on the amount of bill of work done as per prevailing rate of GST during the period of work done.

Clause 58 : In case of material which become surplus with the contractor from those issued for the work contracted from the date of ascertainment of the materials as being surplus will be taken as the date of sale for the purpose of sales tax and sale tax will be recovered on such sale.

Clause 59(1) : QUALITY ASSURANCE AND MAINTENANCE.(Annexure to the P.W.D circular No 1091-/CR -60/ Bldg -2 dt 14 th October 1991 regarding incorporation additional condition for quality assurance and Maintainance Manual)

To ensure the specific 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, the contractor shall submit an organization chart of his technical personnel to be deployed on the work along with their qualification, job description defining the function of reporting, supervising, inspecting and approving. The contractor shall also submit a list of tools, equipment 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 organisation chart and the list of Machinery/ equipment etc. as per the direction of the Chief Officer Yavatmal and shall deploy the personnel and equipment on the field as per the approved chart and the list respectively.

The contractor shall submit written method statements dealing his exact proposal of execution of the work in accordance with the specification. He will have to get these approved from the Engineer-in-charge. The quality of the work shall be property documented through certificates, records, check lists and Log book of results etc. such records shall be complied from the beginning of the work and be continuously updated subsequently and this will be the responsibility of the contractor. The form should be got approved from the Engineer in charge.

Clause 59 (2) :Where the work is to be on lum-sum basis on contractor's design the contractor shall also submit a maintenance manual giving procedure for maintenance, with the periodically of maintenance works including inspections to be used, means of accessibility for all parts of the structure. He shall also include in the manual, the specification, for maintenance works that would be appropriate for his design and technique of construction. This manual shall be submitting within the contract period.

Clause 60 : It is obligatory on the part of agency to procure R.C.C. pipe (ISI marked) required for the work from the M.S.S.I.D.C. only. The proof of such procurement like bill of M.S.S.I.D.C. certification of the Divisional Manager M.S.S.I.D.C. to that effect will have to be enclosed along with the bill pertaining to the work concerned. The payment towards the procurement of R.C.C.pipes and also items, in which the use of R.C.C. pipes is contemplated, would be released only after fulfillment of the conditions, laid down as above.

Note: In case provisions of this form B-1 conflicts with those in detailed cyclostyled provisions and conditions attached to this tender. The detailed cyclostyled provision and conditions would prevail over those in this form ' B-1 ''

GENERAL CONDITIONS OF CONTRACT

1. AUTHORITY OF ENGINEER – IN – CHARGE.

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

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

1.1 AUTHORITY OF ENGINEER-IN-CHARGE REPRESENTATIVE.

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

1.2 The Engineer in charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Engineer in charge and shall furnish to the contractor a copy of all such delegations of powers and authorities. Any written instructions of the 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 department as though it had been given by the Engineer in charge provided always as follows.

- (a) Failure of the representative of the engineer in charge to disapprove any work or materials shall not prejudice the power of the engineer in charge. Thereafter to disapprove such work or materials and to order pulling down, removal or breaking up thereof.
- (b) If the contractor is dissatisfied with any decision of the representative of the engineer in charge he shall be entitled to refer the matter to the engineer in charge who shall thereupon confirm reverse or vary such decisions.

2. OTHER CONDITIONS FOR SUBMISSION OF TENDER :

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

2.2 It is presumed that the contractor has carefully gone through the works specifications. P.W.D. Hand Book and the Schedule of rates of the division and studied the site conditions before arriving at the rates quoted by him.

3. **TREASURE TROVE :**

In the event of discovery by the contractor or his employees during the progress of the works of the any treasure, fossils, minerals or any other article of value or interest, the contractor shall give immediate intimation thereof to the Engineer. And forth with mark over to the Engineer his representative such treasure or things, which shall be the property of Government.

3-A **LAYOUT OF WORK**

Layout of the work will be done by the contractor in consultation with the Chief Officer, of the department or his representative. Some permanent marks should however be established to indicate the demarcation of the structures or any component thereof made to this permanent marks in measurement books and drawing, signed by the contractor and the departmental officer, responsibility regarding layout will be joint.

4. **AGENT AND WORK ORDER BOOK :**

4.1 The contractor shall himself engage an authorized all time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced Engineer shall be provided by the contractor as his agent for technical matters. Site engineer can also be designated as an agent of the contractor. Agent will take orders as will be given by the Engineer in charge or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation of the Engineer in charge and his representative on the work site. The Engineer-in-charge have the unquestionable right to ask for changes in the quality and strength of supervisory staff of contractor and to order removal from work of any of such staff. The contractor shall comply with such order and effect replacements of the satisfaction of the Engineer-in-charge.

4.2 A work order book shall be maintained on site and it shall be the property of Government and the contractor shall promptly sign orders given therein by the Chief Officer in charge or his representative and his superior officer, and comply with them. The compliance shall be reported by contractor to the Engineer in charge 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 the instruction therein from time to time.

5. **INITIAL MEASUREMENT OF RECORD:**

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

6. CUSTODY OF WORK:

All work and materials before being finally taken over by Government will be the entire liability of the contractor for guarding, maintaining and making good any damages of any magnitude. It is however to be understood that before taking over such work, Government will not put it to its regular use as distinct from casual or incidental use except as specially mentioned elsewhere in this contract or as mutually agreed to.

7. 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 between the contractors to ensure timely completion of the whole project smoothly. The scheduled dates for completion specified in each contract shall, therefore be strictly adhered to. Each contractor may make his independent arrangements for water, power, housing etc. if they so desire. On the other hand the Contractors are at liberty to come to mutual agreement on his behalf and make joint agreement with the approval of the Engineer in charge. No contractor shall take or cause to take any steps or action that may cause destruction, discontent or disturbance to work, labour or arrangements etc. of other contractors in the project localities. Any action by any Contractors which the Engineer in charge in his unquestioned discretion may consider as infringement of the above code would be considered as a breach of the contract conditions and shall be dealt with accordingly.

In case of any dispute or disagreement between the various contractors, the Engineer in charge 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 & such a decision shall not vitiate any contract nor absolve the contractor of his obligations under the contract nor form the grounds for any claim or compensation.

8. PATENTED DEVICES, MATERIALS AND PROCESS:

Whenever the contractor desires to use any designed device, materials or process covered by letter of patent or copyright, 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.

9. RELATION WITH PUBLIC AUTHORITIES:

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

10 INDEMNITIES:

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

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

11. STACKING, STORAGE AND GUARDING OF MATERIALS:

11.1 The stacking and storage of building materials at site shall be in such a manner as prevent deterioration or inclusion of foreign materials and to ensure the preservation of the quantity, properties and fitness of the work, suitable precautions shall be taken by contractor to protect the materials against atmospheric action, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil, heavy materials shall be stored on paved platforms, suitable separating barricades and enclosure as directed shall be provided to separate materials brought by contractor and from different sources of supply.

11.2 The contractor shall at his own expenses, engage watchman for guarding the Materials and plant and machinery and the work during day and night against any pilferage or damage and also for prohibiting trespassers.

- 11.3 No Materials brought to site shall be removed from the site without prior approval of the Engineer –in-charge
12. 12.1 The contractor shall inform the Engineer in charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect these without affecting the further progress of the work.
- 12.2 The contractor shall provide at his cost necessary ladders and such arrangements as are considered safe by the Engineer in charge for proper inspection of all parts of the work.
- 12.3 The contractor shall extend his full co-operation and make all necessary arrangement when needed for carrying out inspection of the work or any part of the work by the local representative , M.L.A's M.P.'s and officers and dignitaries / delegates of various Government department, local bodies, private sectors etc. no compensation shall be paid to the Contractor on this account.
13. **PRECAUTIONS TO BE TAKEN BY CONTRACTOR :**
- 13.1 The work shall be carried out by the contractor without causing damage to the existing Govt. property and / or private property. If any such damages are caused the contractor shall pay for restoration of the property to the original condition and any other consequent damages.
- 13.2 In the event of an accident involving serious injuries or death of any persons, at site of work or quarry or at place in connection with the work the same shall be reported in writing within 24 hours of the occurrence to the Engineer in charge and the Commissioner of workmen's compensation.
14. **CLEARANCE OF SITE ON COMPLETION OF WORK:**
The contractor after completion of work shall clean the site of all debris and remove all unused materials other than those supplied by the department and all plant and machinery equipment, tools, etc. belonging to him within one month from the date of completion of the work, or otherwise the same will be removed by the department at his cost or disposed off as per departmental procedure. In case the materials is disposed off by department, the sale proceeds will be credited to the contractor's account after deducting the cost sale incurred. However no claim of the contractor regarding the price or amount credited will be entertained afterwards.
15. **REMOVAL OF CONSTRUCTIONAL PLANT WITH PRIOR PERMISSION :**
All constructional plant, provided by the contractor shall when brought on the site be deemed to be exclusively intended for the construction and the contractor shall not remove the same or any part thereof (Save for the purpose of moving it from one part to the site to another) without the consent in writing of the engineer in charge who shall record the reasons for withholding the consent.
16. **RESTRICTIONS I OF LOCAL TRAFFIC :**
As there is local traffic by the side of construction of the work, the contractor will have to take proper precautions such as proper barricading, fencing, lighting, information and cautionary boards for safe and smooth flow of traffic, and keeping the concerned authorities informed about the work in progress.
17. **COMPLETION CERTIFICATE :**
- 17.1 The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer in charge shall have certified in writing to that effect. No approval of material or workmanship or approval of part of that during the progress of execution shall bind the engineer in charge or any way prevent him for even rejecting the work which is claimed to be completed and to suspend the issue or his certificate of completion until such alterations and modification or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfaction.
- 17.2 After the work is completed, the contractor shall give notice of such completion to the Engineer in charge and within 30 days of receipt of such a notice the Engineer in charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a certificate indicating

the date of completion. However, if there are defects which in the opinion of the engineer in charge are rectifiable he shall inform the contractor the defects noticed. The contractor after rectification of such defects shall then inform the engineer in charge and engineer in charge on his part shall inspect the work and issue the necessary completion certificate within 30 days if the defects are rectified to his satisfaction, and if not he shall inform the contractor indicating defects yet to be rectified. The time cycle as above shall continue.

- 17.3 In case defects noticed by the Engineer in charge which in his opinion are not rectifiable but otherwise work is acceptable at reduced payment, work shall be treated as completed. In such cases completion certificate shall be issued by the Engineer in charge within 30 days indicating the un-rectifiable defects for which specified reduction in payment is being made by him.
- 17.4 The issue of completion certificate shall not be linked up with the site clearance on completion of the work.
- 17.5 Should regular, public traffic be allowed on the bridge, road at any stage prior to being taken over then the maintenance period shall be deemed to commence from the date of such traffic passing over the bridge, road & shall be upto 30 days after the date of issue of completion certificate by Engineer in charge but not more than 12 months after opening to traffic.

18. ANCILLARY WORKS:

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

19. TEMPORARY QUARTER:

The contractor shall at his own expense maintain sufficient experienced supervisory staff etc., required for the work and shall make his own arrangements for housing of such staff with all necessary amenities. General layout plan for such responsibility of the contractor to get his layout plan of temporary structure approved from the local competent authorities.

20 SAFETY MEASURES. :

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

The following are some of the requirements (The list is not exhaustive)

- (1) Providing protective footwear to workers in situations like mixing and placing of mortar of concrete, in quarries and place where the work is to be done under too much wet conditions as also for movements over surfaces tested with oyster growth.
- (2) Providing protective headwear to workers in quarries etc. to protect them against accidental fall of materials from above.
- (3) Providing handrails to the edges of the loading platforms of barrages ropeways, ladders not allowing rails of metal parts or unless timber to spread around etc.
- (4) Providing workmen with proper safety belts, ropes, etc. when working on any masts, cranes, circle hoist, dredges etc.
- (5) Taking necessary steps towards training the workers concerned of the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working. Wherever required by the law the persons handling the machinery shall have the required license, certificate etc.

- (6) Preventing over loading and over crowding of floating the land based machinery and equipment.
 - (7) Providing life belts to all men working at such situations from where they may accidentally fall into water. Equipping the boats with adequate numbers of life boats etc.
 - (8) Avoiding bare live wires etc. as would cause electrocution to workers.
 - (9) Making all platforms, stagings and temporary structures sufficiently strong and not causing the workmen and supervisory staff to take undue risks.
 - (10) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first-aid treatment in case of accident due to suffocation, drowning and other injuries.
 - (11) Taking the all-necessary precautions wherever divers are engaged on work.
 - (12) Providing full length gum boots, leather hand gloves, leather jackets with fireproof aprons to cover the chest and back reaching up to knees, plain goggles for the eyes to the labour working with hot asphalt, handling, vibrators in cement concrete and also where use of any or all these items is, essential in the interest of health and well-being of the labourers in the opinion of the Engineer-in –charge
- 21. Medical and sanitary arrangements to be provided for labour employed in the construction by the contractor.**
- (a) The contractor shall provide an adequate supply of pure and wholesome water for the use of labourers on works and in camps.
 - (b) The contractor shall construct trenches. Semi permanent latrines for the use of labourers. Separate latrine shall be provided for men and women.
 - I The contractor shall build sufficient number of huts on suitable plot of land for use of the labourers according to the following specifications.
 - (1) Huts of bamboos and grass may be constructed.
 - (2) There should be no over crowding. Floor space at the rate of 3 Sqm(30 Sq.ft.) per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
 - (3) The contractor must find his own land. If he wants Govt.land he should apply for it. Assessment for it if demanded will be payable by contractor. However the Department does not bind itself for making available the required land.
 - (4) 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, jungles, trees or woods should be particularly avoided. Camps should not be established close to large cutting of earthwork.
 - (5) The lines of huts shall have open space of at least 10 meters between rows. When a good natural site cannot be procured particular attention should be given to the drainage.
 - (d) The contractor shall construct sufficient number of bathing places, sufficient number of washing places also be provided for the purpose of the washing cloths.
 - (e) The contractor shall make sufficient arrangement for draining away the surface and suage water as well as water from the bathing and washing places and shall dispose of the waste water in such away as not cause any nuisance.
 - f) The contractor shall engage a medical officer with a traveling dispensary for a camp containing 500 or more person if there is no Government or other dispensary situated within eight Kilometers from the camp. In case of an emergency contractor shall at his cost, free transport for quick medical help to his sick workers..
 - g) The contractor shall provide the necessary staff for affecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer –in charge .At least one sweeper per 200 person should engaged.
 - h) The Assistant Director of public health shall be consulted before opening a labour camp and his instruction on matters such as water supply, sanitary, convenience, the camp site, accommodation and food supply shall be followed by the contractor.

- i) In addition to above all provision of the relevant labour act pertaining to basic amenities to be provide to the labour shall be applicable which will be arranged by the contractor
- J) The contractor shall make arrangement for all anti malaria measures to be provided for the labour employed on the work. The anti malaria measures shall be as directed by the Public Health Officer.
- 22. The contractor except as provided in special conditions which follow shall if necessary construct at his cost temporary roads and maintain these in proper conditions till completion of the work at his own cost.
- 23. The contractor except as provided in special conditions which follow shall have to at his own expenses make all preliminary arrangements for labour, water, electricity and material etc. immediately after getting the work order. The Government may render necessary assistance in this regard by way of letters of recommendations, if so requested by the contractor. No claim for any extra payment or applications for extension of time on the grounds of any difficulty in connection with the above matters will be entertained.
- 24. WORKING METHODS AND PROGRESS SCHEDULES :**
- 24.1 The contractor shall submit within the time stipulated by the Engineer-in-charge in writing the details as actual methods that would be adopted by the contractor for the execution of any items as required by Engineer at each of the location supported by necessary detailed drawing and sketches including those of the plant and machinery that would be used their locations arrangement for conveying and handling materials etc., and obtain prior approval of the Engineer-in-charge well in advance of starting of such item of works. The Engineer-in-charge reserves the right to suggest modifications or make corrections in the method proposed by the contractor whether accepted previously or not at any stage of the work to obtain the desired accuracy, quality and progress which shall be binding on the contractor no claim on account of such change in method of execution will be entertained by Government so long as specification of the item remain unaltered.
- 24.2 The contractor shall furnish within one month of the order to start the work programme of work in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and anticipated completion date of each major item of work to be done by him also indicating dates of procurement of materials and setup of plant and machinery. The programme is to be such as practicable of achievement towards the completion of whole work in the time limit and of the particular items; if any of due dates specified in contract, planning and programme of work should be done by the mature decision between the **Chief Officer, MUNICIPAL COUNCIL YAVATMAL** and the contractors representative in charge of work. The progress of work shall be reviewed in every two months and revised programmes shall be drawn if necessary. No revised programme shall be operative without the approval of engineer in charge in writing. The Engineer is further empowered to ask for more detailed schedule or schedules say weekly for any item or items. In case of urgency of work as will be directed by him and the contractor shall supply the same and when asked for. Acceptance of the programme or the revised programme by the Engineer in charge shall not relieve the contractor of his responsibility to complete the whole work by the prescribed time or the extended time if any.
- 24.3 The contractor shall employ sufficient plant, equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours restricted to one shift a day for operations to be done under the Government supervision shall be such as may be approved by the Engineer in charge. They shall not be varied without prior approval of the Engineer. Night work which requires supervision shall not be permitted except when specially allowed by Engineer in charge on each item if required by contractor. The contractor shall provide necessary lighting arrangement etc. for night work as directed by Engineer without extra cost to Government.

24.4 The contractor shall submit reports on progress of work in forms and statements etc. at periodical intervals in the form of progress chart, forms, statements and / or reports as may be approved by the Engineer in charge. Forms for the sending reports about the progress will be supplied by the Engineer in charge.

24.5 The contractor shall maintain proforma, charts, details regarding the machinery, equipments, labour, materials, periodical returns thereof, proforma to be got approved from the Engineer in charge.

25. PAYMENTS :

The contractor must understand clearly that the rates quoted are for completed work and include all cost due to labour, all leads and lifts involved and if further necessitated, scaffolding, plants, machineries, supervision power, service works, royalties, octroies, taxes, etc. and should also include all expenses to cover the cost of lighting, night works if and when required & no claim for additional payment beyond the rates quoted will be entertained and the contractor will not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether member in the employment of any Municipal Council Yavatmal or not) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of or consequences upon submission of the tender. Payment to the contractor will be made by the cheque drawn on any treasury within the division provided the amount to be paid exceeds Rs. 100/- shall amount will be paid in cash.

26. CLAIM FOR EXTRA WORKS :

26.1 Claim for extra works shall be registered within 30 days of occurrence of the event. However, bills for these claims along with supporting data details may be submitted subsequently.

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

27. BILLS AND PAYMENT :

27.1 Two running payments in the month are permitted. First of the bills shall be submitted by the contractor by the 10th day of month. Second bill, if necessary, shall be submitted by the 25th day of the month.

27.2 The format of the running bill on which the bills are to be submitted by the contractor shall be supplied to the contractor by the department. Printed copies of the bills forms as per his format shall be arranged by the contractor at his cost. The bills in five copies shall be submitted to the concerned engineer's representative in the standard proforma only.

27.3 The final bill shall be submitted by the contractor within one month of the date of issue of completion certificate. The final bill shall be paid within six months of initial submission.

27.4 Recovery of secured advance shall be effected through bills proportionately as per consumption of materials in the work billed for.

27.5 The contractor can have true copy of the bills paid to him after paying charges for photocopying the same.

CONTROLLED CONCRETE :

Acceptance criteria shall be as per IS : 456 – 2000 (With latest amendments)

NORMAL MIX CONCRETE :

Acceptance criteria shall be as per IS : 456 – 2000 (With latest amendments)

28. ASSISTANCE IN PROCURING PRIORITIES, PERMIT ETC. :

- 28.1 The Engineer in charge on written request by contractor, will if in his opinion the request is reasonable and in the interest of work and its progress, assist the contractor in securing, the priorities for deliveries, transport, permits for controlled materials etc. where such are needed. The department however will not be responsible for the non-availability of such facilities or delays in this behalf and no claims on account of such failure or delay, shall be allowed by the Department.
- 28.2 The contractor shall have to make his own arrangement for machinery required for the work. However if same is conveniently available with the department it may be spared as per rules in force on recovery of necessary security deposit and rent at the rate approved from time to time by the independent to this contract and the supply or non supply of machinery shall not form a ground for any claim or extension of time limit for this work.

29. WATER SUPPLY :

- 29.1 Availability of adequate water for work and sources thereof shall be confirmed by the contractor before submitting the tender.
- 29.2 The contractor shall make his own arrangements at his own cost for entering into contract with concerned authority for obtaining the connection and carry the water upto the work site as required by him. The location of the pipeline with respect to the road shall be decided by Engineer-in-charge and shall be binding on the contractor. The department shall not bear any responsibility in respect of any problems and contractor shall not be liable for getting the any compensation on any ground. The progress of work shall not hamper for the above reasons.
- 29.3 The contractor is advised to provide water storage tanks of adequate capacity to take care of possible shut down of water supply system.
- 29.4 The contractor shall have to supply water required by the department for its establishment at work site free of cost.

30. ELECTRICITY:

- 30.1 The contractor will have to make his own arrangement at his own cost for obtaining or providing electric supply at work site. The department shall not bear any responsibility in respect of any problems and contractor shall not be liable for getting any compensation on any ground. The progress of work shall not hamper for the above reasons.
- 30.2 Electrical supply for the Department's use at work site shall be provided by the contractor on mutual agreed terms. The contractor may not abide by these conditions when power supply at the site fails.

31. TELEPHONE FACILITIES:

The contractor will have to make his own arrangement at his own cost for a telephone connection at work site if required.

32. MATERIAL SOURCES :

- 32.1 The contractor shall make their own independent investigation as to the availability as well as suitability of various materials required for construction as referred to in these paras.
- 32.2 If any quarry is in the possession of the department the contractor will be allowed to use the same on usual condition. In other cases, the contractor will have to make his own arrangement for procuring quarries or the quarry permits, necessary assistance for which will be given by the department.

32.3 Lime stone shall not be permitted for any concrete work.

33 LAND:

33.1 The contractor shall make all efforts to obtain land required for the ancillary works. In case the contractor is unable to obtain land and if requested, then the department may requisition land at his own cost.

33.2 Land as available with department for requisitioned by the department at the request of a contractor will be handed over to the contractor for such use as will be necessary for ancillary works, on payment of rent to the department. Plot development if any will have to be done by the contractor at his own cost. The development shall be in conformity with the regulations with the local authorities.

33 If for the purpose of construction of the work it becomes necessary for the contractors to occupy land not in possession of the department, the contractors will have to make his own arrangement with the land owners, and pay such compensation as a mutually agreed between them. On completion of work , all land mentioned in para 33.1 and 33.2 and 33.3 shall be handed back to the owners or the department as the case may be after cleaning the land as directed by the Engineer in charge.

33.4 Dismantling of building on a Govt. or department land shall be done only after the approval of Engineer-in-charge.

34. FLOODS AND ACCIDENTS:

The contractor shall take all precaution against damages by floods or from accidents etc. No compensation will be allowed to the contractor on this account or for correction and repairing any such damage to the work during construction. The contractor shall be liable to make good at his cost any plant or material belonging to the Govt. loss or damaged by floods or from any other cause while in his charge. The proof of occurrence of flood report with flood level will have to be furnished by the contractor .No compensation will be allowed for damages on ancillary items and equipments etc which are brought to the site by the contractor for effecting execution of work.

6463) URGENT WORK :

If any “Urgent Works”(In respect where decision of the Engineer –in –Charge shall be final and binding) become necessary and contractor is unable or unwilling to carry it out at once, the Engineer in charge by his own or through the other people have it carried out as he may consider necessary. If the Urgent Work shall be such as in the opinion of the Engineer in charge the contractor is liable under the contract to carry out at his expenses. All expenses incurred on it by the department shall be recoverable from the contractor, and be adjusted or sets off against any sum payable to him.

36 CHANGE OF CEMENT CONTENT ETC. :-

THEORETICAL CONSUMPTION OF CEMENT FOR THE CONCRETE WORK:

SR.No.	Grade of concrete	Consumption of cement in bags / Cum
1	M-10	4.40 bags
2	M-15	6.00 bags
3	M-20	7.00 bags
4	M-25	7.50 bags

Note :- The weight per bag of Cement is considered as 50 Kg consumption rate of cement is for OPC. In case, contractor desires to use PPC then he should get mix design for all grades of concrete mentioned above and in schedule ‘B’ from reputed laboratory as approved by Engineer –In –Charge at no extra cost to Government.

The rate of consumption of cement for various grades of concrete referred above is a theoretical rate of consumption assumed for the estimate purpose. The contractor will have to obtain an economic mix design for grades of concrete M-20 and above and get it approved from the Engineer-in-charge. The specification for controlled cement concrete shall be as per standard specification No.B-7 Page 38, and IS 456-2000.

Immediately upon the receipt of the award of the contract, the contractor shall inform the Engineer the exact location of the sources of the acceptable material. The concrete mix to be used shall be got designed P.W.D laboratory, by the contractor with a optimum quantity of cement to give the specified strength in the preliminary tests and the proportion got approved by the engineer in writing. These proportions shall be used so long as the materials continue to be of the same quality and from the same sources subject only to slight changes in the relative quantities of fine and course aggregate for the purpose of promoting workability provided the work tests also shows the required strength.

If such Mix design involve change in cement consumption up to 5 % on the higher or lower side, no adjustment in the cost of the item to be paid to the contractor shall be made. If such alterations, changes, theoretical consumption of cement by more than 5 % on the higher or lower side, the sources and quality of aggregate remaining the same, payment will be adjusted for or against the contractor in whatever amount the total cost of cement to the contractor has been increased or decreased by more than 5 %. The amount of such increase or decrease shall be calculated on the basis of quantity of cement determined and prescribed in the above table. In adjusting the cost only the cost of cement shall be considered and not handling or other charges, which shall be treated as incidental to the item for working out the cost towards adjustments in cement consumption the basic for cement shall be star rate as indicated in clause 54. If during the progress of work the contractor wishes to change the material, the proportions shall be fixed on the basis of fresh preliminary tests to give the required strength after the Engineer is satisfied that the material satisfy the specifications. No adjustment of the cost shall be made for a change of proportions of cement fixed in the original preliminary tests. For all concrete items only trap metal shall be used.

37. CONTRACTOR TO INFORM HIMSELF FULLY:

The contractor shall be deemed to have carefully examined the work and site conditions including labours, the general and the special conditions, the specifications schedule and drawing and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regards he will be given necessary information to the best of the knowledge of Department but without any guarantee about it. If he shall have any doubt as to the meaning of any portion of these general conditions, or the special conditions to the scope of working of the specification 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 Engineer in writing in order that such doubt may be clarified authoritatively before tendering. Once a tender is submitted the matter will be decided in accordance to the tender conditions in absence of such authentic clarification.

38. ERRORS, OMISSION& DISCREPANCIES :

- a) In case of errors, omissions and / or disagreement between written and scaled dimensions in the drawing or between the drawing and specifications etc., the following order of preference shall apply.
- (i) Between actual scaled and written dimensions or description on a drawing the latter shall be adopted.

- (ii) Between the written description or dimensions in the drawing and the corresponding one in the specifications, the latter shall apply.
- (iii) Between the quantities shown in the schedule of quantities and those arrived at from the drawing the latter shall preferred
- b) In all cases of omissions and/or doubts or discrepancies in the dimensions or of any item or specification a reference shall be made to the engineer, whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precautions.
- c) The contractor should not sublet any part of work without written permission of the Engineer in charge.

39. SAMPLES AND TESTING OF MATERIALS :

- (i) All materials to be used on work, such as cement, steel, stones, bricks, aggregates, asphalt, wood, tiles, etc. shall be got approved in advance from the Engineer-in-charge and shall pass the tests and analysis required by him.
- (ii) The contractor shall at his risk and cost make all arrangement and / or shall provide for all such facilities as the Engineer in charge may require for collecting, preparing and forwarding required number of samples for tests or for analysis to the nearest approved laboratory and bear all charges and cost of testing. Such samples shall also be deposited with the Engineer-in-charge till sent for testing. Out of total number of tests as per frequency requirement 30 % of these tests shall be carried out in P.W. Department Laboratory.
- (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 or incorporate in the work any material represented by the samples until the required tests or analysis have been made after the test of the materials finally accepted by the Engineer-in-charge.

(iv) Testing of Material :

- (1) Frequency of testing of the construction material and the percentage of the testing from the Government laboratory shall be as under:
 - (a) Where the field laboratory certified by the concerned Engineer in charge is established at the work site 70% test as per total frequency required shall be carried out in the said field laboratory and 30% tests shall be carried out at the Vigilance and Quality control laboratory of P.W.D for the material not covered in the annexure III 50% tests shall be carried out in the field laboratory and remaining 50% tests need to be carried out in the vigilance and quality control laboratory of P.W. D Maharashtra , The entire responsibility of the sample testing as per required frequency including testing charges will be borne by the agency
 - b.) Where field laboratory is not established at the works site 100% tests as per frequency shall be carried out in the Government College of Engineering Yavatmal / PWD Yavatmal
 - c) Testing of cement and steel 100% in Government College of Engineering Yavatmal / PWD Yavatmal is compulsory.
 - d) 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. 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.

As this recovery is only due to the negligence on the part of contractor to carry out work as per Tender conditions and Chief Officer'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.

(2) Mixing of concrete shall be done with concrete mixers

(3) The Contractor shall make field arrangements for testing of all materials for cement concrete i.e. slump test, bulkage test, etc.. The concrete cube mould 3 Nos. of 15cm x 15cm x 15 cm. size shall be kept at site during concreting operation. One set of six 15 cm. (about 6" cubes shall be prepared from the concrete to be used in work for compression test on the first three days operation and thereafter for every 60 cubic metre of concrete of three days work whichever is less. If source of aggregate or grading is changed, one set of six test cubes shall be taken for each changed batch. Three cubes shall be tested for test at 7 days age and 3 at 28 days in District Testing Lab of P.W.D. at **Yavatmal/ Amravati** All the testing charges shall be paid by the contractor. The entire responsibilities of the testing of materials will be borne by the contractor.

(4) For providing Electric Wiring, Duct tubes of the required diameter and length shall be provided through walls, beams and floors, slabs as and when directed without any extra cost.

(5) (a) The contractor shall make his own arrangement for receiving all materials, tools, etc. required for the work.

(b) No extra charges for carriages of water will be allowed.

I The rates for all items are inclusive of all charges such as carting, lifting, etc. No extra payment for any lead and lift will be paid for any items.

(d) A frequency of testing shall be as per relevant works specification. In case such frequency is not specified in the works specification then the IS code will be referred and for other cases where IS code do not stipulated the frequency of testing, it will be as directed by Engineer in charge and should be furnished in specified test abstract Annexure III

(e) The Contract should not be sublet without written permission of Chief Officer MCY

(f) Tender condition of tender notice will be binding on contractor and etc tender notice will form a part of agreement

40. WEIGH BATCHING: The following instructions shall be followed as regards to preliminary designs of mix and methods of batching of plain cement concrete and reinforced cement concrete. The preliminary mix design and batching for various grades of concrete shall be governed by the guidelines as per I.S. 456-2000. It will be the responsibility of the contractor to obtain the mix design for various cement concrete grades at his cost from the P.W.D laboratory.

41. MISCELLANEOUS:

41.1 ERASER:

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

41.2 ACCEPTANCE:

Intimation of acceptance of tender will be given by a telegram or a letter sent by registered post to the address given below the signature of the tenderer in the tenders. The tenders which do not fulfill any of the above conditions or those in the form and which are incomplete in any respect shall be liable for rejection.

41.3 COMPETENCY OF TENDERERS:

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

41.4 PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR TO PREVENT ACCIDENT.

:-

- 1) No live electric line should be allowed to run along the ground in the blasting zone and they should be at least 3 m above ground if not more.
- 2) The wiring cable should not be taken near the live electric line and it should be preferably shot firing cable as supplied by the supplier of explosives. If such a cable is not available a substitute cable made up of several pieces jointed and tapped be used.
- 3) The blasting shed from where the exploder is to finally operate should be at least 150 m. away from the area to be blasted. It should have a strong roof, which can withstand the impact of flying stones at this range.
- 4) Only trained hands shall be allowed to handle explosive cable detonators etc.

41.5 POLICE PROTECTION :

For the police protection of the camp of the contractor's work, the Deptt. Will help the contractors as far as possible to arrange for such protection with the concerned authorities the cost shall be borne by the contractor.

- 41.6 For providing electric line and water line etc. recesses shall be provided. If necessary, through walls, slabs, beams, etc., and later on refilled it with a bricks or stones, chipping cement mortar without any extra cost.
- 41.7 In case it becomes necessary for the due fulfillment of the contractor for contractor to occupy land outside the department limits, the contractor will have to make his own arrangement with the land owners and pay such a rents, if any, which are payable as mutually agreed between them.
- 41.8 The contractor shall duly comply with the provisions of the Apprentices Act. 1961 (iii of 1961) and the rule and orders made there under from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and Rules.
- 41.9 It is presumed that the contractor has gone carefully through the standard specification (Vol. I & II 1981 edition) and the schedule of rate of the Division, and studied of site conditions before arriving at rates quoted by him. The special provisions and detailed specification of wording of any item shall gain precedence over the corresponding contrary provisions (if any) in the standard specification given without reproducing the details in contract. Decision of Engineer-in-charge shall be final in case of interpretation of specification.
- 41.10 If the standard specifications fall short for the items quoted in the schedule of this contract reference shall be made to the latest Indian Standard Specifications, I.R.C. codes, and MOST specification if any of items of this contract do not fall in reference quoted above, the decision and specifications as directed shall be final.

42. LOAD TESTING

LOAD TEST OF STRUCTURAL CONCRETE.

1 In case of doubts regarding grade of concrete used either due to poor workmanship or based on results of cube strength tests, the load testing of any part of the structure will have to be carried

out by the Contractor at his own cost.

2. Before carrying out load test, the Contractor shall carry out the suitable non destructive testing of the structure which are in doubt, at his own cost. Non destructive testing is fully optional and at the discretion of the Contractor.

3 In such cases the Engineer-in-Charge shall inform the Contractor sufficiently in advance in writing along with the reasons for carrying out the load test, during execution of work or during maintenance period of the Contract.

4. The load test will have to be carried out as per the provisions contained in IS: 456-2000.

5 If the load test results do not meet the requirements as stipulated in relevant .S. code the structure shall be deemed to be unacceptable..

43. SPECIAL CONDITIONS:

43.1 The contractors should ensure that all safety precautions are observed by their labours, working closed to the State Highway and while closing the state Highway precautions are taken including insurance etc., for their labour at the cost of the contractor etc. if any accident occur to the labour etc., no claim in this regard on whatsoever account shall be entertained and the decision of the Department will be final and conclusive.

43.2 During the execution if there is any change in:

(i) Span Arrangement.

(ii) Height of substructure and superstructure above ground level.

(iii) Change in the depth of foundation, tendered rate for respective items will hold good and no extra claims shall be entertained on this account.

43.3 Contractor shall observe the rules and regulations empowered by traffic police for smooth flow of traffic on the diversion road and shall not be entitled for claim any compensation arising thereof.

44. DEFINITIONS: Unless included by or repugnant to the contents

(a) **Government:** The expression “Government” as used in the tender documents shall mean the Municipal Council Yavatmal of the Government of Maharashtra

(b) **Chief Officer Yavatmal:** The expression ‘The Chief Officer’ as used in the tender papers shall mean Chief Officer Municipal Council Yavatmal.

(d) **Engineer-in-charge:** The expression Engineer or Engineer-in-charge as used in the tender paper shall mean the Engineer-in-charge of the work.

(e) **Contractor:** The expression ‘Contractor’ as used in the tender papers shall mean the successful tenderer that is the tenderer whose tender has been accepted and who has been authorized to proceed with the work.

(f) **Contract:** The expression ‘Contract’ as used in the tender papers shall mean the deed of contract together with all its original accompaniments and those later incorporated in it by mutual consent.

(g) **Plant:** The expression ‘Plant’ as used in the tender papers shall mean every temporary accessory necessary or considered necessary by the Engineer to execute, construct, complete and maintain the work and all altered, modified, substituted and additional works ordered in the time and the

manner herein provided and all temporary materials and special and other articles and appliance of every sort kind and description whatsoever intended or used therefore.

45. MIX DESIGN :

- 45.1 The following instructions shall be followed as regards preliminary design of mix and methods of batching of plain cement concrete and reinforced cement concrete. These instructions should be treated as supplementary to the relevant provision in the specifications for the respective items contained in the book of standard specifications and will override the provisions contained therein wherever they are contrary to the following instructions.
- The preliminary mix design and batching for various grades of concrete shall be governed by the following guidelines.

Concrete Grade

Guidelines

- 1) Upto M-15: This should only be ordinary concrete. No change may be prescribed in the present practice as regards preliminary design of mix and permitting volume batching. Only cement to weight batched
 - 2) M-20 and above : Preliminary mix design must be prepared for such mixes Weight batching shall be insisted for cement fine aggregate and coarse aggregate.
- 45.2 For the grades of concrete M-20 and above the preliminary mix design shall be carried out from the approved laboratory.
- (1) The charges for preliminary design, of concrete mix shall be entirely borne by the contractor.
 - (2) For grades of concrete M-20 and above where cement is to be used by weight, the cost of extra cement required to make-up the under-weight bags shall be borne by the contractor.
 - (3) For the items of concrete of grades lower than M-20 and other items in the agreement, where cement is not to be used by weight, the cement bags as received from the manufacturer and supplied to the contractor under Schedule 'A' shall contain cement of 50 Kg. net weight.
- 45.3 The admixtures such as plasticizers/super plasticizers for concrete grade M-20 and above shall be used as directed by Engineer in charge depending upon specific requirements. No extra payment s on this account will be admissible

ADDITIONAL TENDER CONDITIONS

(1)	The contractor should produce the no objection certificate obtained from the Maharashtra Pollution Control Board before starting Crusher / Drum Mix Plant on the work site.
(2)	<u>SUPPLY OF COLOUR RECORDS PHOTOGRAPHS AND ALBUM.</u> The Contractor shall arrange to take Color Photograph at various stage / facets of the work including interesting and novel features as desired by the Engineer in charge. Photographs shall be of and taken to the standard post card size marked in album of acceptable quality. Also the negative film in 35 mm size shall be supplied for each photograph in the Album shall be suitably captioned. The Contractor shall arrange for taking video films of important activities of the work as directed by the Engineer in charge during the currency of the project & editing them to a video film of playing time not less than 60 minutes & upto 180 minutes as directed by Engineer in charge. It shall contain narration of the activities in English / Marathi by a competent narrator. Videocassette shall be of acceptable quality & film shall be capable of producing color picture. It shall be considered as incidental to the work and no additional payment whatsoever will be made for the same.
(3)	After award of contract, contractor will have to provide and fix the information boards showing name, tender cost, period of completion, name and telephone number of agency and Chief Officer and other details as directed by Engineer in charge. No extra payment is admissible on this account.
(4)	Insurance 4.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Contract Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks: (a) loss of or damage to the Works, Plant and Materials; (b) loss of or damage to Equipment; (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and (d) personal injury or death. 4.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred. 4.3 Alterations to the terms of an insurance shall not be made without the approval of the Engineer. 4.4 Both parties shall comply with any conditions of the insurance policies.
	4.5.1 The contractor shall produce the labour insurance policy, of Directorate of Insurance Maharashtra State within the 30 Days from the issue of work order, same will be reimbursed to the contractor. 4.5.2 If contractor fails to produce the labour insurance policy Concerned Chief Officer shall draw the policy, the amount Two Times amount of expenditure incurred for drawing the policy shall be recovered as penalty from the 1st R.A. bill of the contractor as penalty to the Contractor. 4.5.3 If completion period of work is Extended, then period of labour Insurance must be renewed/ extended as per requirement.
(5)	Government of Maharashtra Department of Industries, Energy and labour Mantralaya

	Mumbai GR No BCA-2009/ Case No 108/ Labour -7 A Dt 17.6.2010. (A) Cess @ 1% (One percent) shall be deducted at source, from every bill of the contractor by the Chief Officer under Building and other construction for workers welfare, cess act 1996.
(6)	INCOME TAX at the rate of 2% (Or as Revised by the Income Tax Department) From any sum payable to the contractor shall at the time of Credit of such sum or at the time of payment to the Contractor by Cash, Cheque or Draft or any other Mode be Deducted at the source from his Running/ Final or any other type of Payment. for this Contract, as per Section' 194 of Income Tax Act,1961.
(7)	Contractor shall submit a certificate to the effect that "All the payments to the labour /staff are made in bank accounts of staff linked to Unique Identification Number (AADHAR CARD)." The certificate shall be submitted by the contractor within 60 days from the commencement of contract. If the time period of contract is less than 60 days then such certificates shall be submitted within 15 days from the date of commencement of contract.
(8)	Contractor should permit officers from PWD to visit /inspect ongoing / executed work and shall comply all deficiencies noted out/ instructions given in inspection at site.
(9)	Work of annual maintenance shall be carried as per manual for maintenance of Roads (MORTH).
(10)	The Contractor shall repair and rectify the defects and deficiencies specified as below within the time limit set forth herein. Roads

Annexure I
Supervising Control And Data Acquisition (SCADA)

(I) BITUMINOUS DRUM MIX PLANT

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 -

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

Fully automatic Micro processor assembly with inbuilt GPS should be made available which will send above paraMetres and truck number through keyboard input along with GPS location to the PWD serve without use of PC. The SCADA micro-controller assembly should be capable of storing enough data (minimum 2 months data) inside, in case of GPRS network unavailability and will seamlessly send all data to PWD server when GPRS network is available. In no case data should be lost.

(II) BITUMINOUS BATCH MIX PLANT

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 -

- (i) Temperature of metal in all Hot bins before mixing, in every batch.
- (ii) Temperature of Bitumen and Filler before mixing, in every batch.
- (iii) Temperature of mix material of every batch.

Fully automatic Micro processor assembly with inbuilt GPS should be made available which will send above paraMetres and truck number through keyboard input along with GPS location to the PWD serve without use of PC. The SCADA micro-controller assembly should be capable of storing enough data (minimum 2 months data) inside, in case of GPRS network unavailability and will seamlessly send all data to PWD server when GPRS network is available. In no case data should be lost.

(III) MIX TRANSPORTATION and Bitumen Transportation

Vehicle tracking system (VTS) for all vehicles transporting and laying bituminous mix. The GPS data should be directly sent to the PWD server with important paraMetres like latitude, longitude, Speed, Course, date and time. The Bitumen carrying truck shall be fitted with VTS and GPRS module to send data like Latitude and Longitude from Refinery to Plant and Site. The Refinery, Plant and site shall be Geofenced to receive movement of Trucks and SMS shall be sent to the concerned Engineer –In-charge and his staff

(IV) ROLLERS / COMPACTORS

i) Intelligent Compacting System

The data of **All paraMetres as per IRC SP 97 - 2013** 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).

{ Roller / Compactors shall be intelligent. The intelligent compaction system shall have compaction analyzer }

The contractor shall also provide intelligent compacting system on the compactor used for compaction work of PWD. The intelligent compacting system shall have GPS, temperature Sensors and screen fitted on the compactor. This system shall be IP-65 compliant. This compaction system shall also record the number of passes made by the compactor. The system shall have the monitor that shall show that compaction in graphical form to the operator on the compactor. The contractor shall provide real time data transfer to the web application to monitor the compaction remotely.

The Contractor shall provide the web application in such a manner that it also updates the compaction data in real time on PWD's works management e-governance application dashboard. The intelligent compacting system shall be connected with dashboard system. The contractor shall provide software facility for PWD officials to update QAP (Quality Assurance Plan) related data for compaction through its web application that will get transferred to the intelligent compacting system to benchmark the acceptance norms for color coding, no of passes and acceptable temperature and density levels.

The contractor shall provide compaction register that shall contain information related to the compaction for further analysis. The compaction register shall maintain following record JOB NO, DATE and TIME of compaction, latitude, longitude, location, temperatures (in case of asphalt), Compaction Metre Value CMV, no of passes, color for temperature, color for number of passes. The contractor shall provide web application to replicate the actual view as shown on the monitor of the compactor through live streaming of the compaction operations.

Web Connectivity-

The contractor shall provide web connectivity GPRS. The web connectivity shall have minimum two MBPS internet speed and 99% availability. Software should be intelligent; in case of connectivity failure it should maintain the pending files and send them as soon as it is connected. The contractor shall make sure that the entire software and hardware solution is virus free.

The offer of contractor shall be inclusive of all. He shall not be paid separately.

ii) Vibratory / Static Rollers

- (i) Temperature of mix during compaction.
- (ii) Vehicle tracking to monitor movement of Roller / Compactor and so as to give approximate number of passes, speed and direction (Forward / backward movement) of Roller / Compactor.

(V) PAVERS

- (i) Temperature of mix during laying.
- (ii) Vehicle tracking to monitor movement of Paver and so as to give speed and direction (Forward / backward movement) of Paver.

VI) SPRAYERS

- (i) Temperature of bitumen from sprayer.
- (ii) Vehicle tracking to monitor movement of Sprayer and so as to give speed and direction (Forward / backward movement) of Sprayer.

(VII) GIS MAP

Displaying locations of Hot mix Plants, Tippers used for hot mix material transportation, Roller/ compactor and Paver and Sprayer on GIS map.

(VIII) Material Testing and Testing Results

All the material shall be tested at PWD Regional and District Labs and Testing letters shall be generated by Sub Division using PWD website application. The contractors shall pay testing charges online and PWD lab will generate test result and send to contractors email ID and PWD Division ID. The results of testing material along with payment transactions shall be integrated with PWD applications like e-Bill, Accounts and Online Observation memo

(IX) Use of e-Bill and e-MB software

The contractor shall submit e-Bill and e-Mb using PWD software. All the respective Bitumen Challan, Royalty Passes, Cement and Steel Purchase Invoices and photos of works progress shall be uploaded while submitting e-Bill. The payment of work shall be release only if contractor submits bill using PWD e-Billing software. For Details Refer Annexure

(X) Online Work Order and Bar chart Submission

Online work order shall be generated once the lowest bidder pays the initial security deposit and uploads the Bar chart of the progress of work. No work order shall be given if Bar Chart is not uploaded by the contractor

XI) Off Line SCADA

In case of Signal is not available then the Print out data from the SCADA System install with date and time tag shall be made available duly certified from the Engineer In charge after saving this data the SCADA Result will be acceptable

THE OFFER OF THE CONTRACTOR SHALL INCLUDE:

(1) The cost of procuring, establishing, running, operating & maintaining SCADA including all Censors, Vehicle Tracking System (VTS) and any other instrumentation, automation required to acquire the desired data, mentioned above.

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 In charge.

(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 In charge.

(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 In charge 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 In charge.

(9) All data generated as per this special condition of contract shall be the property of PWD.

The Contractor shall make all necessary arrangement required above (Supervising control and data acquisition for Bituminous / WBM / concrete works / all cement works / masonry / plaster / Testing Equipments items) well in advance before starting of the related items of work. All necessary arrangements so made shall be offered for inspection to Engineer In charge one month prior to the start o the related items of work. Changes if any, after his inspection suggested by the Engineer

In charge shall be carried out at no extra cost and within the period of Three days. A fresh request for inspection, of Engineer In charge after such rectifications shall be requested by the Contractor and final approval to the SCADA arrangements shall be obtained.

Annexure II

Supervising Control And Data Acquisition (SCADA) Concrete Works

I) Concrete Batch Plant /Reversible Drum Mix Plant

Fully Automatic Micro processor based SCADA Enabled Concrete Batch Mix Plant (Pan Mixer) of minimum 18-20 cubic meter per hour capacity of any standard company.

The Engineer may at his discretion, allow in writing hand mixing of concrete for minor items where small quantities are involved but in that case the Contractor shall increase the cement content of the mixture by 10% without any extra cost.

Conventional type mechanical mixer if found necessary for particular item, may be used with permission of Engineer-in-charge

The form work used shall be made preferably of steel or with lining of steel. Wooden shutters may be allowed at the discretion of the Engineer e.g. lintels, small slabs and beams coping, etc.

The concrete shall be mechanically vibrated for proper compaction by the method approved by the Engineer.

The concrete shall be cured only by sweet potable water for full 21 days after the time or the period specified in the detailed specification or as may be directed by Engineer-in-charge.

Minimum Cement content of concrete shall be as per prevailing I.S. Code.

ADDITIONAL SPECIAL CONDITIONS

Supervisory Control and data acquisition (SCADA)

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 -

- (i) Weight of Aggregate of all bins
- (ii) Weight of Cement
- (iii) Weight of Sand
- (iv) Weight of Water
- (v) Weight of Admixture

II) Transportation- Transit Mixer / Pumps

Transit mixers and / or concrete pumps of desired number and capacity with SCADA.

Vehicle tracking system (VTS) for all vehicles transporting and laying bituminous mix. The GPS data should be directly sent to the PWD server with important parameters like latitude, longitude, Speed, Course, date and time.

III) GIS MAP

Displaying locations transit mixtures on GIS map. Communicate the Data which is beyond the set parameters by SMS and email to the representative of Engineer In charge for all above

(IV) Material Testing and Testing Results

All the material shall be tested at PWD Regional and District Labs and Testing letters shall be generated by Sub Division using PWD website application. The contractors shall pay testing charges online and PWD lab will generate test result and send to contractors email ID and PWD Division ID. The results of testing material along with payment transactions shall be integrated with PWD applications like e-Bill, Accounts and Online Observation memo

(V) Deleted

(VI) Online Work Order and Bar chart Submission

Online work order shall be generated once the lowest bidder pays the initial security deposit and uploads the Bar chart of the progress of work. No work order shall be given if Bar Chart is not uploaded by the contractor

(VII) Off Line SCADA

In case of Signal is not available then the Print out data from the SCADA System install with date and time tag shall be made available duly certified from the Engineer In charge after saving this data the SCADA Result will be acceptable

THE OFFER OF THE CONTRACTOR SHALL INCLUDE:

- (1) The cost of procuring, establishing, running, operating & maintaining SCADA including all Censors, Vehicle Tracking System (VTS) and any other instrumentation, automation required to acquire the desired data, mentioned above.
- 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 In charge.
- (4) Arrangement for security of data, Disaster recovery arrangements shall be as per I.T. Industry practice, during the construction period and up to defect liability period.(DLP). Handing over the data on the Web Server after DLP in Electronic form as instructed by Engineer In charge.
- (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 In charge 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 In charge.

(9) All data generated as per this special condition of contract shall be the property of MCY.

The Contractor shall make all necessary arrangement required above (Supervising control and data acquisition for Bituminous/ WBM/ concrete works/ all cement works/ masonry/ plaster/ Testing Equipment's items) well in advance before starting of the related items of work. All necessary arrangements so made shall be offered for inspection to Engineer In charge one month prior to the start of the related items of work. Changes if any, after his inspection suggested by the Engineer

In charge shall be carried out at no extra cost and within the period of Three days. A fresh request for inspection, of Engineer In charge after such rectifications shall be requested by the Contractor and final approval to the SCADA arrangements shall be obtained

Annexure III

TENDER CONDITIONS FOR SUBMISSION OF E-BILL FOR RELEASE OF PAYMENTS TO CONTRACTOR

Use of e-Bill and e-MB software

The contractor shall submit e-Bill and e-Mb using PWD software. All the respective Bitumen Challan, Royalty Passes, Cement and Steel Purchase Invoices and photos of works progress shall be uploaded while submitting e-Bill. The payment of work shall be release only if contractor submits bill using PWD e-Billing software.

(i) Payments to contractor shall be made by uploading the running account or final bill through online Ebill/EMB software of PWD with requisite documents required to pass the bill such uploaded vide RTGS or any other online payment system as approval by government provided the amount exceeds Rs one hundred.” It is mandatory to submit the ebill by contractor using PWD e-Billing system

(ii) Government have introduced new EMB and EBiI online system in lieu of conventional system for recording measurements of work executed. This new EMB system is a replica of old system in digital form and carry same significance as that of Manual / Normal Billing system

(iii) Payments to contractor shall be made by uploading the running account or final bill through online Ebill/EMB software available on department website along with uploading of requisite documents required to pass the bill by the Contractor. Such uploaded bill after scrutiny shall be paid vides RTGS or any other online payment system as approved by government

(iv) Running account bill or final bill as the case may be shall be submitted by contractor in prescribed format through online Ebill/EMB software available on department website with uploading all necessary documents, testing reports, material invoices as required. Contractor get himself familiar with E-Bill software and obtain login Id and password from the department. If contractor failed to upload the bill as required by Engineer in charge, Engineer in charge can generate and pass the bill and shall be binding on contractor.”

Instructions to contractor

- (A) The website for the submission of e-bill is www.mahapwd.com under which “Online AMS” link is available under “Important application” tab
- (B) The work will be allocated to contractor by Division office and BOQ will be uploaded by Division/Sub Division
- (C) The logins shall be provided to the contractors by the Division to submit e-Bill
- (D) TYPICAL MEASUREMENT/Hidden measurement shall be uploaded by contractors
- (E) The e-Bill recorded by the contractor will sent to Sub Division office and will be checked online by concerned Junior Engineer and Sub Divisional Engineer and will be sent to Chief Officer office for approval.
- (F) The progress of e-bill at the verifications steps and approvals shall be intimated to contractor by email It is advised to all the contractors to download user manual and submit e-Bill accordingly

SPECIAL CONDITIONS

(1) **Construction Machinery / Equipment's:**

- 1.1 The methodology and equipment's to be used on the project shall be furnished by the Contractor to the Engineer-In-Charge well in advance of commencement of work and approval of the Engineer-In-Charge obtained prior to its adoption and use.
- 1.2 The Contractor shall give, a trial run of the equipment for establishing its capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer-in-Charge before commencement of work, if so desired by the Engineer-In-Charge.
- 1.3 All equipment's provided shall be of proven efficiency and shall be operated and maintained at alltimes in the manner acceptable to the Engineer-In-Charge.
- 1.4 No equipment or personnel shall be removed from the site without permission of the Engineer-In-Charge.

(2) **Work Programme and Methodology of construction:**

The Contractor shall furnish his programme of construction, for execution of the work within the stipulated time schedule together with methodology of construction of each item or work and obtain the approval of the Engineer-In-Charge to the revised programme, if necessary/

(3) **Revised Programme of Work in case of slippage:**

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

(4) **Action in case disproportionate progress:**

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

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

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

(7) **Setting out:** Setting out the works as spelt out in clause 109 of Ministry's specifications for Road and Bridge works (2nd Revision) will be carried out by the Contractor.

(8) **Public Utilities:** Action in respect of public utilities will be taken by the Contractor as envisaged in Clause 110 of Ministry's Specifications for Road and Bridge work (2nd Revision).

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

(10) It shall be responsibility of the contractor to achieve quality of work as stipulated in section 900 of MORTH Specification for Road and Bridge Work (2001)

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

MORTH Specification for Road and Bridge Work (2001) shall form part of the contract documents and the contractors shall be legally bound to the various provisions made therein unless and otherwise specifically relaxed or waived wholly or partly by any special clauses in the contract documents.

(12) Applicable in case of Road works only.

The details of the paver, specified in the clause 504.3.5 will be relaxed in the case of bituminous macadam (clause 504) where it is going to be covered by any wearing course other than semi-dense Bituminous Concrete (Clause 501) / Bituminous Concrete (clause 512) or by a base course of Dense Bituminous Macadam (clause 507) with the provision that it can be laid by means of self propelled mechanical paver with suitable screeds capable of spreading temping and finishing the mixture to the specified lines grades and cross sections.

(13) Special Condition for B.T. work :

In respect of Black Top Work, 15% (Fifteen P.C.) payment of Black Top in a particular km will be retained till completion of side berms / C.D. Works etc. in that km. After completion of other items satisfactorily, the withheld payment will be released finally.

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

(15) The location of the hot mix plant to be used for the work shall not more than 30 Kms from the farthest point of work, measured along motarble road. With Google map certified by contractor sign.

(16) (a) The aggregate required for the item of Hot Mix shall be screened in "mechanical Vibratory Screening Unit" so as to comply with the grading requirement as specified in MORT&H specification and then only shall be fed to the Hot Mix Plant for heating and mixing. The Mechanical Vibratory screening unit shall it consist of main input hopper to receive raw metal, conveyor belt to transport it to the "Mechanical Vibratory Screening Unit." The Mechanical Vibratory screening unit shall have required number of trays, sieves/decks as directed by Engineer In charge. The output of Mechanical Vibratory Screening unit shall be conveyed to the "storage unit /feeder". The metal so supplied from the "Mechanical Vibratory Screening unit" at site shall not exempt the contractor from carrying out tests as specified in the specifications.

(b) However if the mechanical Vibratory Screening unit is installed at quarry site, the contractor shall provide Vehicle Tracking System for all vehicles used for the particular work of PWD. The contractor shall provide web application that will show all vehicles of the contractor on a GIS map along with the hot mix plant. The contractor shall also provide software that will update the entire mapping on the PWD's e-governance works management system. The system of complete management of VTS for monitoring by the PWD staff shall have to be provided by Contractor at his own cost.

(c) The above condition of installation of Mechanical vibratory screening unit shall be exempted only, if the contractor uses the **batch mix plant (Min 120 TPH) with SCADA base e- monitoring system.**

(17) For Grade -I /Grade-II / Grade -III / WBM and for BUSG work metal shall be supplied at site only

after screening it on “mechanical vibratory screening unit”. The special “mechanical vibratory screening unit” arrangement shall consist of main input hopper to receive raw metal, conveyor belt to transport it to the “mechanical vibratory screening unit”. The “mechanical vibratory screening unit” shall have required number of trays, sieves/decks as directed by the Engineering in charge. The output of “mechanical vibratory screening unit” shall be conveyed to “storage Unit” where metal of different sizes, shall be stored separately.

Metal so supplied shall undergo all the tests as per the specifications.

As a input to the main input hopper, contractor may use hand broken metal or output of primary crusher of size not less than 24"x18"

The metal so supplied from the “mechanical Vibratory screening unit” at site shall not exempt the contractor from carrying out tests as specified in the specifications.

Annexure IV

ADDITIONAL SPECIFICATION

For Earthwork, Drain work, and Road work Contractor shall engage an experienced survey agency in consultation with Engineer-in charge with all necessary modern instruments, equipments, tools etc. The Agency shall help departmental Engineers in carrying out survey work, collection of data plotting of "L" section, Cross section, Road plan, drainage plan, estimation of quantities etc. before start of the road work. If required and as directed by Engineers-in charge, surveying, plotting, estimation etc. shall be done again and again for whole or part portion of the work till final solution to the satisfaction of the Engineers-in charge is worked out. Contractor shall submit all surveyed data, plotting, plans & estimate in sort as-well-as in hard copy to the department. All submission in soft & hard copies shall be departmental property, under intellectual property rights. Contractor can not put any claims over it.

SCHEDULE 'A'

STATEMENT SHOWING (APPROXIMATELY) THE MATERIAL TO BE SUPPLYING TO THE
CONTRACTOR FROM

DEPT . STORES AND RATES AT WHICH THE MATERIALS ARE TO BE SUPPLIED

NAME OF WORK Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhag No 2
Yavatmal

Sr. No.	Name of Material	Approximate Quantity to be stipulated	unit	Rate at which the material will be charged to Contractor		Remarks
				In Figures	In words	
1	2	3	4	5	6	7
----- NIL ----						

APPENDIX “A”

**STATEMENT SHOWING (APPROXIMATELY) QUANTITY TO BE BROUGHT BY THE
CONTRACTOR AT HIS OWN COST FOR THE WORK**

NAME OF WORK: : Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhag No 2
Yavatmal

Sr. No.	Name of Material	Approximate Quantity to be stipulated	unit	Remark
1	2	3	4	5
1	Bitumen VG 30	0.00	One Metric Tonne	1) All the materials are to be procured and brought by the contractor at the site at his own risk and cost. 2) Physical properties shall be confirmed with M.O.S.T./I.S./ I.R.C specification. 3) Stipulated test shall be carried out by the contractor at his own cost as per the frequency. 4) Custody of material shall be sole responsibility of the contractor. 5) The proof of purchase of all materials should be produced during the execution of work and along with bill 6) The grade of cement shall be got approved from the Engineer – in- Charge 7) R.C.C Pipe should be purchase from MSSIDC only from MSSIDC and proof of purchase to be enclosed with R.A Bill.
ii	Cement	0.00	One Metric Tonne	

CONDITIONS FOR THE MATERIALS TO BE PROCURED BY THE CONTRACTOR

(1) Cement :

Cement to be used for the work shall comply the following and shall be used with the prior approval of Engineer –in –charge

a) Ordinary Portland cement confirming to the I.S.: 8112 shall be used. Independent testing of cement used shall be done by the contractor at site and in the laboratory approved by the Engineer before use. Any cement with lower quality than that shown in the manufactures certificate shall be debarred from use. In case of finally ground cement or imported cement, the Engineer may direct the contractor to satisfy him as to the acceptability of such cement, especially with regard to creep and shrinkage effect. Any consignment or part of a consignment of cement, which has deteriorated in any way, shall not be used in the works and shall be removed from the site by the contractor without charge to the employer. Cement shall be transported, handled and stored on the site in such a manner as to avoid deterioration and contamination. Each consignment shall be stored separately so that it may be readily identified and inspected and cement shall be used in the sequence in which is delivered at site.

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

b) Use of fly ash to replace/ reduce standard quantity of cement content is not allowed

(2) H.Y.S.D./T.M.T Steel

High yield strength deformed (H.Y.S.D.)/ TMT bars shall comply with IS: 1786 and "Mild Steel" bars shall comply with IS: 432.

All reinforcement shall be free from rust loose mill scale or coats of Oil, Paints etc. which may destroy bond and protected by anti corrosive treatment before placing in position for concreting.

The agency should use the steel manufactured by the Main Producers only. No re-rolled steel shall be incorporated in the work.

(3).Bulk / Packed Bitumen

(a) VG -30 (60/70), VG 10(80/100), grade bitumen as specified in respective items shall be used.

(b) Bitumen brought on site confirm to the requirement of the pertinent grade in I.S. 73 – 1992. (With latest Amendments)

(c) Testing has to be arranged by the contractor from recognized laboratory at his own cost for all tests mentioned in I.S. 73 – 1992. (With latest Amendments)

(d) The material brought by the agency will be open to check by Chief Officer-in- charge or his representative at all times. The agency should draw the D.D. on the refinery on account of Engineer-in-charge He should submit bill from the refinery itself only. No. other bill than refinery unit will be accepted by department and no claim of contractor will be admissible. For other activities, like storage, weighments, specification number RD 42, Page 216 referred. Contractor has to arrange static tanks for storage of bulk bitumen. If it is decided to procure bulk bitumen contractor shall intimate Engineer in charge well in advance. Consignment will not be allowed to unload until its weight is checked on Weigh Bridge by department persons. Bitumen shall be procured from Govt. Refinery only.

(4) Rejection of Materials not conforming to specification:

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

Materials not corresponding in character and quality with approved samples will be rejected by the Engineer or his representative and shall be removed from the site immediately and will not be allowed to use for any component of work.

ADDITIONAL CONDITIONS FOR CEMENT, STEEL, BITUMEN BROUGHT BY THE CONTRACTOR

- 1) All the materials required for construction of work shall be arranged by the contractor at his own cost. The samples of material to be procured shall be got approved by the Engineer-in-charge and material as per approved samples shall only be procured.
- 2) The contractor shall submit periodically as well as on completion of work, an account of all materials brought by him in a manner as directed by Engineer-in-charge. The contractor shall also furnish monthly account of materials; a separate register shall be maintained on site for recording daily item wise receipt and consumption of Cement, Steel and Asphalt used by him, also item wise consumption of other materials used. This register shall be signed daily by the contractor or his representative and representative of Engineer-in-charge.
- 3) All the materials required for the work shall be brought by the contractor at his own cost. In each case, certificate for its quality and quantity shall be produced by the contractor at his own cost and the test results of samples shall be supplied to the Department. The material not confirming to the required standard shall be removed at once from the site of the work by the Contractor at his own cost.
- 4) Testing of all construction material shall be carried out as per required frequency and specifications and the charges for testing shall be borne by the contractor
- 5) All the testing charges for mix design etc. if necessary on construction work shall be borne by the contractor.
- 6) The contractor shall construct shed / sheds as per direction of the Engineer-in-charge of the work for storing the materials brought at site. The material shall be taken out for use in the presence of the departmental representative only.
- 7) The contractor shall make his own arrangement for the safe custody of the materials which are brought for construction of work.
- 8) The contractor shall not transfer any material once brought at work site without prior written permission from Engineer-in-charge and for benefited reasons only.
- 9) In case the materials brought by the contractor become surplus owing to the change in the design of the work, the materials should be taken back by the contractor at his own cost after prior permission of the Engineer-in-charge.
- 10) The charge for conveyance of materials from the place of delivery to the site of work and the actual sport on work site shall be entirely borne by the contractor. No claims on his account shall be entertained.
- 11) The contractor shall furnish the account of cement, steel, asphalt brought by him at each time before placing orders for further supply. Also the same should submit on completion of the work, final account of the materials used by him to the Department. This account will be scrutinized by the Engineer-in-charge.
- 12) All empty cement bags or empty asphalt drums shall be the property of contractor and the same shall be removed immediately after completion of work.
- 13) The contractor shall procure the pipes if required for this work from M.S.S.I.D.C. only. Proof of purchasing of pipe should be submitted.
- 14) Agency shall ensure that the laying temperature of hot mix material shall be as specified and accordingly he shall make arrangements for preventing loss of temperature of hot mix material during transit from location of drum mix plant to work site.

ADDITIONAL CONDITIONS FOR SUPPLY OF BITUMEN

- 1) The contractor shall use Bulk Bitumen VG 30(60/70)grade , VG 10 (80/100) Grade received from the Refinery at Mumbai for the Hot mix treatment only. Bulk Asphalt received as above will be entirely consumed at Hot mix plant site.
- 2) Conveyance charges of Bulk Bitumen VG 30(60/70)grade , VG 10 (80/100) grade (including loading / unloading etc.) from refinery to the hot mix plant site will be borne by the Contractor.
- 3) The Contractor should be aware that delay may occur in getting the bulk asphalt to be supplied at the refinery. They are, therefore, advised to indent for their requirement, sufficiently in advance allow for the period usually taken for supplying Bulk Bitumen.
- 4) The contractor shall submit periodically as well as on completion of work, on account of all the material issued to him in a manner as instructed by the Engineer-in-charge. In addition, a separate register shall be maintained on site for recording daily item wise asphalt consumption of the work (Giving details of quantities of items of executed and asphalt required for each of them) as directed and shall be signed daily by the contractor or his representative, and got signed daily from the representative of the Engineer-in-charge.
- 5) The material-asphalt shall be made available on working days only during working hours. Bulk Asphalt will be delivered as per the rules of the concerned refinery. The contractors are expected to know all the rules and regulations framed by the refineries in this behalf.
- 6) Asphalt shall be obtained specified in Schedule 'A' only Materials from other source in lieu of the materials in Schedule 'A' shall not be allowed except under written permission of the Chief Officer.
- 7) Government does not undertake to take from the contractors whether before or after completion of determination of the contract, surplus material which were originally issued to them and charged to their accounts. Such material however, remains the property of the Department and can be taken over by the Department, if required for use on other works in progress only special arrangement and the prevailing market rate or the rates stipulated in Schedule 'A' excluding the element of storage charges of the issue rate of Division excluding the element of storage charges which is lowest.
- 8) The Contractor shall furnish unstamped receipted of the materials issued under Schedule 'A' on the spot in addition to the joint signature on such challans, charts, registers, as may be prescribed by the Engineer-in-charge.
- 9) In the event of the material issued to the contractor by the Department becoming surplus, to the requirement of works and not returned to the Department (inspite of instructions to return the surplus materials from the Department) recovery at penal rate i.e. the double the rate stipulated in Schedule 'A' shall be made from the contractor.
- 10) Delay in supply of material included in schedule 'A' shall not entitle the contractor to claim any compensation. The contractor will however, will be eligible for extension of time limit on this account.
- 11) In the event of Asphalt consumed being more than the quantity required as per specifications, recovery at penal rate i.e. double the rate stipulated in Schedule 'A' will be made from the Contractor for the excess quantity of Asphalt consumed.
- 12) The Contractor should note that the bouzars when received from Mumbai are always unloaded at the plant in the presence of the Jr. Engineer / other representative of the Deptt. during 8.00 A.M. to 6.00 P.M. only. He should arrange to give advance intimation in this behalf to Engineer-in-charge so the arrangement to depute the Jr.Engr. / Representative at the plant site can be made.
- 13) Since the work lies in busy area the contractor shall have to make adequate arrangement for regulating the traffic by providing barricading whenever necessary and by displaying adequate number of requisite sign, an caution board etc. The work shall have to be planned properly to avoid any inconvenience to the traffic.
- 14) A register shall be maintained on site regarding daily item wise bitumen consumption of the works (giving details of each item) as directed and shall be signed daily by the contractor or his representative and got signed daily from the representative of the Engineer-in-charge.
- 15) Contractor Should Submitted Voucher of Purchasing Asphalt.

Annexure-IV

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 In order to avoid delay in completion of work Contractor is permitted to purchase the bulk Bitumen from oil refineries such as Hindustan Petroleum or Bharat Petroleum or any other refineries under private sector on the condition that purchased bulk bitumen shall have the viscosity grade as per prescribed Norms and Specifications.

1.2 Contractor shall apply following methodology for use of bulk bitumen which is obtained from Indian oil refineries or other private refineries.

(1) Contractor executing road works under Municipal Council Yavatmal is permitted to procure bulk bitumen from public sector / private sector/ Indian refineries / Private Semi Government and Indiansuppliers of foreign refineries or any other Government Contractor / Local manufacturer.

(2) Contractors and field officer as per the need of the 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	For Requirement of bulk bitumen 500 MT or Below	1. Local Bitumen suppliers 2. Authorized Contractor / Supplier of private / public Sector / Oil refineries 3. Contractor / supplier who maintains large stock of bitumen for the purpose of sale.
2	For Requirement of bulk bitumen more than 500 MT	1. Direct purchase from public sector oil refineries 2. Direct purchase from private sector oil refineries 3. Contractor / supplier who procures bulk bitumen from oil refineries and maintains huge stock of bitumen for the purpose of sale. 4. Supplier who imports foreign bitumen for further supply to private refineries.
3	Only for experimental basis (Length fixed upto 1500 Km for Each P.W.Region)	1. Supplier / Dealer of foreign refineries importing directly bulk bitumen of Grade VG-30 in India from foreign refineries for supply.

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

(3) Supplier / Contractor shall have to follow the following terms and conditions for use of Viscosity Grade Bulk Bitumen procured from private sector or any other oil refineries.

(A) Viscosity Grade of Bulk Bitumen used for the work shall be conforming to the norms of Indian Standard I.S. 73:2013.

(B) It is binding on the contractor to 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.

(C) It is also binding on the contractor to obtain and submit the manufacturers laboratory report for Concerned Batch and laboratory report carried out at his owned lab.

- (D) Submission of necessary lab report, CRC, Consignee order and tax invoices is essential at the time of payment.
- (E) It is also necessary to have following test facilities at site for the work costing more than Rs.5.00 Crores.
- (i) Penetration test
 - (ii) Softening test
 - (iii) Separation Test
 - (iv) Elastic Recovery test
 - (v) Adulteration 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) While fixing the star rate of bitumen for payment of price escalation, the difference in the rate of bitumen on the date of acceptance of tender (The refinery with lowest rate) and the rate of bitumen on the date of procurement from private sector shall be considered.
- (ii) The refinery with lowest rate from any public or private sector refineries shall be considered for calculation of payment of price escalation to the contractor due to increase in the rate of bitumen (refer Govt Resolution No. CAT/2017 Case No. 08/Buld-2 Dt 27.9.2018)
- (iii) The refinery with highest rate of bitumen from public or private sector refineries shall be considered and difference will be calculated towards recovery from contractor.

2. Instruction regarding procurement of Cement.

2.1 Long back Cement (Levy rate) was made available at fixed rate. Cement was procured by State Government and the same was made available to the Contractor at Recoverable fixed Schedule 'A' rate. Now the contractor is free to purchase the cement from any manufacturing company or their authorized dealer.

2.2 Instruction towards payment of price escalation due to increase in rate and recovery due to decreased in rate of cement.

For Calculation of Escalation the star rate mentioned in the tender and rate paid at the time of purchase of cement, the difference in rate shall be considered for payment of escalation.

3. Instruction for purchase of steel.

3.1 Long back, the steel was made available as a Schedule 'A' material and the recovery of supplied steel is made at fixed rate. Now the Govt has stopped providing Schedule 'A' material. Now the contractor is free to procure steel from main manufacturing companies (SAIL, TATA Steel, ISPAT) or Govt directed any other manufacturing companies or their authorized dealers.

3.2 Instructions towards payment of price escalation due to increase in rate and recovery due to decrease in rate.

The star rate mentioned in the tender and the rate paid at the time of purchase of steel and total consumption of steel in the work shall be considered while calculating price escalation (For payment of price escalation the instruction given in Govt Resolution No. CAT/2017/Pra-Kra-08/Building-2 Dt. 27/9/2018)

4. Responsibility for quality and quantity of building material (Bitumen, steel, cement)

Following procedure shall be adopted for purchase of imported bitumen procured from private sector refineries and purchase of steel and cement from private supplier.

- i) It is binding on the contractor to submit Invoices (Which contains GST number) for purchase of bitumen from private / public sector refineries or private authorized dealers of supplying imported building material.
- ii) Contractor is fully responsible for the authenticity of the invoices submitted with the bill for the purchase of steel, cement and bitumen as per above mention para no. 1.3.1(3) (C and D) .
- iii) The responsibility of Government officers working under P.W.D. shall be upto the limit of quality and quantity of various building material (Steel Cement Bitumen) used in roads and buildings. Chief Officers, Deputy Engineers , Sectional Engineers etc will not held responsible for genuineness of invoice submitted by the contractor along with bill. In future if the invoices submitted by the contractor is found fake or bogus, it is binding on the Chief Officer to register FIR against the contractor.If the invoices are found fake or bogus after finalization of agreement then in that case Chief Officer is responsible for registering the FIR against the contractor as per Indian Penal Code.
- iv) Powers of enquiry has been delegated to Chief Officer towards verification of genuineness / authenticity of voucher / Invoice in case of doubt. After due verification of Invoices regarding purchase of building material if found fake or bogus, it is the responsibility of Chief Officer to register FIR as per Indian Penal Code.

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

Field officers are held responsible for carrying out various quality control tests of steel/cement / other building material as per the norms fixed by Indian standard beurow for the material procured by contractor.

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

On the basis of total quality control test, 30% test has been carried out in the laboratory of Municipal Council Yavatmal and 70% test shall be carried out in field laboratory installed by the contractor at site.

Contractor can carry out quality control test from the laboratory of Engineering Colleges or any other Government laboratory in case if the Municipal Council Yavatmal laboratory is not available.

- (VI) F.I.R. in nearest police station shall be register if the contractor is found guilty prima-fecie in submission of fake invoices to the department. The contractor shall be debarred from tendering process of the department as per contract act.

(Contractor shall be black listed forever for works in PWD)

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

- (VIII) 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.

- (IX) Contractor shall only be responsible for delay in payment of bill, if he does not submits, Invoices towards consumption of steel / cement / bitumen in the work, in quadruplicate (4

- copies) to the sub-division up to fifth day of each month. One copy out of four will be duly signed by Chief Officer and returned to the contractor for their Tax and Audit purpose.
- (X) Contractor shall submit consumption statement of various materials consumed in the work duly signed in prescribed proforma while submitting the invoices. Chief Officer and Divisional Accountant will signed the same after due verification. Contractor shall submit invoices as per consumption statement and certify the invoices as it is true and benefited and not fake. (Bogus). This certificate will be signed by the Chief Officer and Divisional Accountant. Action of registering FIR against the contractor could be taken if the invoices are found fake or bogus.
5. Instructions regarding procurement of bitumen obtained from 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. These roads will be under supervision for 2 years for future course of action (Performance) regarding durability and further use of bitumen. Conclusion on the basis of noting can be drawn . After study of these works during defect liability period and technical inspection by third party (I.I.T, V.J.I.T, V.N.I.T etc) of future course of action will be decided at Govt. level regarding procurement of bitumen from foreign refineries.
- 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 test report along with invoice to the contractor as per the batch of the material. Contractor shall submit these invoices along with manufacturer's test report carried out in their owned laboratory in triplicate to the department.
 - (3) Foreign refineries shall have its owned laboratory in India. Contractor shall have to submit test reports in foreign owned laboratory in India after procurement of bitumen in India.
 - (4) The rate of VG-30 grade bitumen of foreign refinery and the rate of public sector refinery on the same date in India, out of which only lowest rate shall be preferred while calculating price escalation. In case of Negative escalation the highest rate of above mentioned rates shall be preferred.
 - (5) The bitumen shall only be used after obtaining satisfactory test results from Government approved laboratory for bitumen procured from foreign refineries contractor is liable for correcting defects if noticed during execution of work at his own cost due to quality control test not found as per Indian standard. Failure to do so, the department will execute the work at the risk and cost of the contractor. The expenditure incurred for correction of defects will be recovered as arrears of land revenue. Contractor shall have to submit such type of undertaking to the department.

Annexure- V

Special Condition for Setting of Field Laboratory

The Contractor shall have to establish a field laboratory at work site / Plant with following minimum equipments on the instant work at his own cost. These instruments are conforming to IS Specifications duly calibrated from competent agency. Contractor has to carry out the calibration of said instruments as directed by the Engineer – in- charge on expiry date of calibration. On completion of work in all respect, the equipments will be the sole property of the contractor.

- | | | |
|-----|--|-----------------|
| 1) | Hydraulic Compression Testing Machine, hand operated 100 tonnes Capacity. Conform to the requirements of IS 516-1959,IS:4858-2000 | 1 Nos |
| 2) | Cube Moulds 150 mm x 150 mm x 150 mm size conforming to IS: 516-1959, IS:10086-1982 | 1 set of 12 Nos |
| | Cube Moulds 75 mm x 75 mm x 75 mm | 1 set of 6 Nos. |
| 3) | Slump apparatus conforming to IS:7320 | 1 No |
| 4) | Test sieves of 100 mm , 80 mm,63 mm ,50 mm,25 mm,,12.5 mm 10 mm , 4.75 mm , 2.36 mm , 1.18 mm, 600 micron, 300 micron , 90 micron, 150 micron and other required sieves. | 2 sets |
| 5) | 15 cm dia aggregate crushing value apparatus as per IS:2386 (Part IV)-1963 | 1 No |
| 6) | Impact testing machine with cylinder of 75 mm dia and 50 mm depth And tamping rod of 10 mm dia and 230 mm long. | 1 No |
| 7) | Psycnometer with metal mould and dryer | 1 No |
| 8) | Le –chatelier apparatus as per IS:4031with glass sheets | 1 No |
| 9) | Vicat apparatus as per IS:4031 | 1 No |
| 10) | Vibration machine with 6 moulds as per IS:4031 | 1 No |
| 11) | Graduated cylinder of glass 100,250,500 and 1000 ml capacity | 3 Nos each. |
| 12) | Electric oven , thermostatically controlled upto 200 °c , chamber Space 40 cm x40cm x40cm | 1 No |
| 13) | Concrete Test Hammer (rebound hammer) of impact energy 2.207 Nm (0.225 Kgm) as per IS:1331(part -2)-1992 | 1 No |
| 14) | Balance 1 kg , 5 kg and 15 kg capacity having sensibility less Than 0.1 gms. | 1 No each |
| 15) | Miscellaneous items such as mixing trays, rice trays, Karni , hot plate etc. | 1 No each |
| 16) | Thickness and length gauge as per IS:2386(Part I)-1983 | 1 No each |
| 17) | Bitumen extraction machine | 1 No |
| 18) | Density apparatus by sand replacement method | 1 No. |
| 19) | Sieves as per MOST for various bitumen activities | 1 Set for each |

Note –

1. Out of above list, equipments essential for execution of the work under consideration shall be available field laboratory / Plant laboratory.
2. If The contractor fails to Establish field laboratory / Plant laboratory the Rs 5.00 lakhs shall be recovered from First RA bill. However Rs 4.00 lakhs Shall be Released after establishment of laboratory and rs 1.00 lakhs shall be forfeited.

Annexure- VI

QUALITY CONTROL TESTS & THEIR FREQUENCIES.

S. N.	Material	Test	Frequency of Testing	Remarks.
1	Sand	i) Fineness Modules ii) Silt Content	At the beginning & if there is change in source.	
2	Metal	i) Crushing Value ii) Impact Value iii) Abrasion value iv) Water Absorption v) Flakiness Index vi) Stripping value vii) Gradation	One test per 200 cum or part thereof.	PWD hand book I.S.2386 Part-IV
3	Cement Concrete Rigid Pavement	Comp. Strength	Upto 5 cum - 1 set 6 - 15 - 2 sets 16 – 30 - 3 sets 31 – 50 - 4 sets 51 & Above - 4 sets + 1 additional set for each 50 cum or part thereof.	M.O.R.T H. specification 1717 (Fifth revision Table No. 1700-9) M.O.R.T H. specification 900 (Fifth revision Table No. 900-6)
4	Cement	i) Comp. Strength ii) Initial setting time iii) Final setting time iv) Specific Gravity v) Soundness vi) Fineness	One test for each consignment of 150 MT (3000 bags) or part thereof.	I.S. 8112 -1989
5	Steel	i) Weight per meter ii) Ultimate Tensile stress iii) Yield stress iv) Elongation	One test for every 5.0 METRIC TONNE or part thereof for each diameter.	I.S. 432 IS 1786-1985
6	Granular Sub Base	i) Gradation ii) Atterberg limits iii) Moisture content prior to compaction. iv) Density and compacted layer v) CBR	One test per 400 cum. One test per 400 cum. One test per 400 cum. One test per 1000 sqm As required	M.ORTH.specification on Table 900-3 (fifth revision 2013)
7	Water bound macadam	i) Aggregate Impact value ii) Gradation iii) Flakiness Index &	One test per 1000 cum. One test per 250 cum. One test per 500 cum.	MORTH.specification on Table 900-3 (fifth revision 2013)

S. N.	Material	Test	Frequency of Testing	Remarks.
		Elongation Index. iv) Atterberg limits of binding material. v) Atterberg limits of portion of aggregates passing 425 Micron.	1 test per 50 cum of binding material. One test per 100 cum. Of aggregate	
8	Wet Mix Macadam	i) Aggregate Impact value ii) Gradation iii) Flakiness Index & Elongation Index. iv) Atterberg limits of portion of aggregates passing 425 Micron. v) Density of Compacted layer	One test per 1000 cum. One test per 200 cum. One test per 500 cum. 1 test per 200 cum of binding material. One set of 3 test per 1000 Sqm	M.ORTH.specificati on Table 900-3 .(fifth revision 2013)
9	Prime coat / tack coat / Fog spray	i)Quality of binder ii) Binder Temperature iii) Rate of spread of binder	No. of samples per lot and tests as per I.S. 73, I.S. 217 and I.S. 8887 as applicable. At regular close intervals, three test per day	M.ORTH.specificati on Table 900-3 .(fifth revision 2013)

S. N.	Material	Test	Frequency of Testing	Remarks.
10.	Seal coat / surface dressing.	i) Quality of binder ii) Impact value / Los Angeles Abrasion value. iii) Flakiness & elongation index iv) Stripping value of aggr. . . . (Immersion tray test) v) Water absorption vi) Water sensitivity of mix (if required) vii) Gradation viii) Soundness ix) Temp. of binder x) Rate of spread of materials	Same as mentioned under Sr.No.9 1 test per 200 cum of aggregate 1 test per 100 cum. 1 test for each source of supply.subsequently whenever there is change in the quality of aggregates 2 test per day 1 test for each source of supply.subsequently whenever there is change in the quality of aggregates At regular intervals, 3 test per day	M.ORTH.specificati on Table 900-3 .(fifth revision 2013)
11	Open graded premix surfacing / close graded premix surfacing.	i) Quality of binder ii) Impact / Abrasion value iii) Flakiness & elongation index iv) Stripping value v) Water absorption vi) Gradation vii) Water sensitivity of mix viii) Soundness ix) Temp binder x) Binder content	Same as per Sr.No. 9 Same as per Sr.No. 10 -----do----- -----do----- -----do----- -----do----- -----do----- -----do----- -----do----- At regular close intervals. 2 test per plant.	M.ORTH.specificati on Table 900-3 .(fifth revision 2013)
12	Bituminous Macadam	i) Quality of binder ii) Impact / Abrasion value iii) Flakiness & elongation index iv) Stripping value	Same as per Sr.No.9 Same as per Sr.No.10 -----do----- ---do-----	M.ORTH.specificati on Table 900-3 .(fifth revision 2013)

S. N.	Material	Test	Frequency of Testing	Remarks.
		v) Water sensitivity of mix vi) Water absorption vii) Soundness viii) Percentage of fractural faces. Ix) Gradation x) Binder content & aggrt. Grading. xi) Control of temp of binder & aggregates for mixing & of the mix at the time of laying & rolling. Xii) Rate of spread of mixed material xiii) Density of compacted layer	-----do----- - ----do----- -----do----- -----do----- -----do ----- As per Sr. No. 11 At Regular interval. At Regular interval. one test per 700 sqm	
13	Dense Bituminous Macadam / Bituminous Concrete	i) Quality of binder ii) Impact / Abrasion value iii) Flakiness & elongation index iv) Soundness v) Water Absorption vi) Sand equivalent test vii) Plasticity Index viii) Polished stone value ix) Percentage of fractured test x) Mix grading	No. of samples as per I.S. 73, I.RC SP. 53 & I.S. 15462. One test per 350 Cum of aggregate for each source and whenever there is change in quality of aggregate. -----do----- One test for each source and whenever there is change in quality of aggregate. -----do----- ----do----- -----do----- -----do----- One test per 350 cum of aggregate when crushed gravel is used One set for individual constituents and mixed aggregate for drier for each 400 tonnes of mix subject to minimum of 2 tests per day per plant. 3 tests for stability, flow	M.ORTH.specificati on Table 900-3 .(fifth revision 2013)

S. N.	Material	Test	Frequency of Testing	Remarks.
		xi) Stability and voids analyses of mix xii) Temperature of Binder in boiler, aggregate in drier and mix at the time of laying and compaction xiii) Binder contents xiv) Density of compacted layer	value, density & void contents for each 400 tonnes of mix subject to minimum of 2 tests per day per plant. At regular interval One set for each 400 tonnes of mix subjected minimum of 2 tests per day per plant. one test per 700 sqm area	
14	Bitumen	i) Penetration ii) Ductility iii) Softening Point iv) Flash/Fire point v) Specific gravity	2 test per lot as per I.S. 73	
15	Chequered Tiles	i) Water absorption ii) Transverse strength	Shall not exceed 10% The average width transverse strength shall not be less than 30 Kg/cm ²	Set of 6 Tiles shall be tested per every 2000 tiles or part thereof.

DECLARATION

I/ we hereby declare that I/we have made myself/our selves thoroughly conversant with the local conditions regarding all materials such as stones, murum,sand etc and labour on which I/we have based my /our rates for this Work. The specification, lead & lift for this work have been carefully studied and understood by me before submitting the tender. I/we undertake to use only the best material approved by the Engineer- in- charge or his duly representative before starting the work and to abide by his decision.

I/We shall maintain /rectify the entire work as per as per standard specification of P.W.D (Red Book) and M.O.R T H specification as soon as damage occurs up to the expiry defect liability period without putting forth any reasons.

I hereby undertake to pay the labourers engaged on the work as per Maharashtra Contract Labour (Regulation and Abolition rule 1971) or at the rate revised by the Competent Authority time to time applicable to the zone concerned.

CONTRACTOR'S SIGNATURE.

FORM – 1
LIST OF MACHINERY AVAILABLE WITH TENDERER WHICH WILL BE USED ON THIS WORK

NAME OF TENDERER :- _____

NAME OF WORK - Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhag No 2 Yavatmal

Sr. No.	Name of Equipment	No. of Unit	Kind of Make	Capacity	Age of machinery	Present Conditions	Present location with name & address of organisation where machinery under use at present	Whether machinery is hypothecated to any division / Bank or other institution etc.	Remarks
1	2	3	4	5	6	7	8	9	10

Notes :- The above machineries are readily available with me / us for use on this work

Contractors :- _____

Name :- _____

Address :- _____

Contractor

No. of correction

Executive Engineer

FORM – 2
LIST OF TECHNICAL PERSONNEL OF THE TENDERER LIKELY TO BE APPOINTED ON THIS WORK

NAME OF TENDERER :- _____

NAME OF WORK;- :- Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhag No 2 Yavatmal

Sr. No.	Designation	Name	Qualification	Professional Experience of work carried out	Remarks
1	2	3	4	5	6

Contractors: - _____

Name :- _____

Address :- _____

FORM-3

DETAILS OF WORKS TENDERED FOR IN HAND AS ON THE DATE OF SUBMISSION OF THE THIS TENDER

NAME OF TENDERER:- _____

NAME OF WORK: Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhag No 2 Yavatmal

Sr. No.	Name of Work	Name & address of organization for whom the work was done	Place and country	Works in hand			Works tendered for			Remarks
				Tendered cost	Cost of remaining work	Anticipated date of completion	Estimated cost	Date when decision is expected	Stipulated date or period of completion	
1	2	3	4	5	6	7	8	9	10	11

Contractors :- _____

Name :- _____

Address :- _____

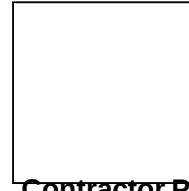
Certificates from Heads of officers under whom the work are in progress should be enclose

Contractor

No. of correction

Executive Engineer

Appendix-I



Contractor Photo

(Format of Self declaration to be given on Plain paper.)

Affidavit

I,.....
(Name of Contractor/ person,) Aged about years, residing
at.....

(Postal Address) do hereby declare that I am the proprietor/Partner of (Name of
company/firm) Registered at.....

I do hereby declare that, the documents submitted in envelope No. 1 of the tender
document for the work of Construction of Concrete Road and RCC Drain At Ashok
Nagar Prabhag No 2 Yavatmal
true correct and complete.

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

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

Place:-

Date:-

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

APENDIX - II

(Format of affidavit to be given on Rs. 100 Non-Judicial Stamp Paper)

AFFIDAVIT

I,..... Age years, address

.....

(Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm/ authority signatory and I am submitting the documents in envelope no.1 for the purpose of scrutiny of the contract

Name of Work: Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhag

No 2 Yavatmal hereby agree to the conditions mentioned below:-

1. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope No.1.
2. 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 submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
3. 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 (finalisation of final bill).

Signature of Authorized person

Applicant/Contractor Name.....

Address.....

Place :-

Date :-

.....
E-mail.....

Mobile No.....

Website.....

Annexure-II

FINANCIAL RULE – FORM 2 A

(See Rule 51-4)

GUARANTEE BOND FOR SECURITY DEPOSIT.

In consideration of the Governor of Maharashtra (herewith referred to as ‘ THE GOVERNMENT’) having agreed to exempt (herewith referred to as ‘THE CONTRACT’) form depositing with the Government in cash, the sum of Rs. _____(Rs. _____ only) being the amount of security deposit payable by the contract to the Government under terms and conditions of the agreement dated _____ the _____ day of _____ and made between the Government on the one part and the contractor on the other part (hereinafter referred to as the “the observance and performance by the Government a Guarantee in the prescribed form from a scheduled Bank in India being in fact these present in the like sum of Rs. _____(Rs. _____). We _____ Bank / Limited registered in India under _____ Act and having one or our local head office at _____ do hereby –

1. Guarantee of the Government –
 - a) Due performance and observance by the contractor of the terms, covenants and conditions on the part of the contractor contained in the said agreement and
 - b) Due and punctual payment by the contractor to the Government of all sums of money losses, damage, costs, charges, penalties and expenses payable to the Government by the contractor under or in respect of the said agreement.
2. Under to pay to the Government on demanded and without demure and notwithstanding any court or tribunal relating there to the said sum of Rs. _____ (Rs. _____ only) or such less sum may be demanded by the Government from us our liability hereunder being absolute and unequivocal and agree that –
 - (A) The guarantee herein contained shall remain in full force and effect during the subsistence of the said agreement and that same will continue to be enforceable till and all the dues of the Government under or by virtue of the said agreement have been duly paid and its claims satisfied or discharged and till the Government certifies that the terms and conditions of the said agreement have been fully properly carried out by contractor.
 - (B) We shall not be discharged or released from the liability under this Government by reasons of –
 - (i) Any change in the constitution of the Bank or the Contractor or ,

- (ii) Any arrangement entered into between the Government and the Contractor with or without our consent.
- (iii) Any forbearance or including shown to the Contractor.
- (iv) Any variation in the terms covenants or conditions contained in the said agreement.
- (v) Any time given to the contractor or –

I Our liabilities hereunder shall be joint and several with that of the contract as if we were the principal debtors in respect of the said sum of Rs. _____
(Rs. _____ 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 here into affixed this day of _____. The common seal of _____ was pursuant to the resolution to of the Board of Directors of the company dated the _____ day of _____ herein affixed in the presence of who in token have here to set their respective hands in the presence of –

(1)

INDENTURE FOR SECURED ADVANCES FROM 31

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time.)

This indenture made the _____ day of _____, 20 _____ BETWEEN _____ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and the employer of the Other Part.

Whereas by an agreement dated _____ (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished works (inclusive of the cost of materials and labour and other charges)

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees _____ on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on _____ and the Employer has reserved to himself the option of making any further advance or advance on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WITNESSE that in pursuance of the said agreement and in consideration of the sum of Rupees _____ on or before the execution of these

presents paid to the Contractor by the Employer (the receipt where of the Contractor doth hereby acknowledge) and of such further advance (if any) as may be made to him as a for said the Contractor doth hereby covenant and agree with the President and declare as follows :

(1) That the said sum of Rupees _____ so advanced by the

Employer to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind the contractor will not make any application for or receive a further advance of the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor indemnified the **Chief Officer, MUNICIPAL COUNCIL YAVATMAL** against all claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the materials detailed in the said account of Secured Advance and all other materials on the security of which any further advance or advance may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.

(5) That the said materials shall not be any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf

(6) That the advance shall the **Chief Officer, MUNICIPAL COUNCIL YAVATMAL** of the price payable in full when or before the Contractor receives payment from the **Chief Officer, MUNICIPAL COUNCIL YAVATMAL** of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payment are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates are which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the **Chief Officer, MUNICIPAL COUNCIL YAVATMAL** shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the **Chief Officer, MUNICIPAL COUNCIL YAVATMAL** in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the **Chief Officer, MUNICIPAL COUNCIL YAVATMAL** to reply and pay the same respectively to him accordingly.

(8) That the contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees _____ and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the **Chief Officer, MUNICIPAL COUNCIL YAVATMAL** may at any time thereafter adopt all or any of the following courses as he may deem best :

- (a) Seize and utilize the said materials or any part thereof in the completion of the said Works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the **Chief Officer, MUNICIPAL COUNCIL YAVATMAL** on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the **Chief Officer, MUNICIPAL COUNCIL YAVATMAL** under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said advance shall not be payable.

(9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

Annexure VII
TESTING STATEMENT

Annexure									
Sr No	Items	Qty as per execution	Specified frequency	Required test as per frequency	Test actual taken at		Total test	Deficiency in testing	Remarks
					Site office	Labortory			
1	2	3	4	5	6	7	8	9	10

Contractors :- _____

Name :- _____

NAME OF WORK : Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhag No 2 Yavatmal
Schedule B

1. All Testing charge for required quantity of Testing, and Royalty on account of extraction of construction material payable under minor mineral act prevailing in the State are included in schedule of rates. Any such due payable to Govt. or any other Agency / Organization, if not paid by contractor and claimed by such authority, same shall be deducted from the Contractor's bill and reimbursed to the claimant.
2. Tender Percentage for Royalty -The percentage rate figure (Above or Below percent) accepted by the Bidder in the Form of Bid shall not be applicable on the items of Royalty and Testing charges included in Schedule "B".

NAME OF WORK :- Construction of Concrete Road and RCC Drain At Ashok Nagar Prabhag No 2 Yavatmal

Schedule “ C

Contractor

No. of correction

Chief Officer

Contractor

No. of correction

Chief Officer