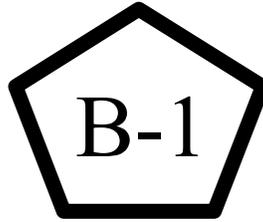


GOVERNMENT OF MAHARASHTRA

PUBLIC WORKS DEPARTMENT

TRIBAL MANAGEMENT CELL

PUBLIC WORKS (TRIBAL) CIRCLE, NASHIK



TENDER PAPERS

NAME OF WORK : **Lift work of Administration Building of Tribal
Research and Training Institute, Pune**

TENDER COST : Rs.17,99,020.00

TENDER NOTICE NO.23 WORK NO.1
For Year 2025-26

Executive Engineer
Public Works (Tribal) Division, Thane

NAME OF WORK : **Lift work of Administration Building of Tribal Research and Training Institute, Pune**

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Issued to _____

AS PER D.R. /T.R. NO. _____ Dated: _____

Divisional Accounts Officer
Public Works (Tribal) Division,
Thane

Contractor

NO. of Correction

Executive Engineer

महाराष्ट्र शासन
सा. बां.(आदिवासी) विभाग, ठाणे
ई-निविदा सूचना प्रसिध्दी क्रं.२३ सन-२०२५-२६

कार्यकारी अभियंता, सा.बां.(आदिवासी) विभाग, ठाणे दुरध्वनी क्र.०२२-२५४१००४६ हे ई-निविदाद्वारे (ऑनलाईन) खालील कामांकरीता बी-१ नमुन्यातील निविदा महाराष्ट्र शासनाकडील आदिवासी विकास विभागाकडील नोंदणीकृत वर्ग-ब व त्यावरील कंत्राटदार यांचेकडून मागवित आहे.

अ.क्र	कामाचे नाव	निविदा रक्कम (अ+ब) (रु.लक्ष)	कंत्राटदाराचा वर्ग
१.	पुणे येथील आदिवासी संशोधन आणि प्रशिक्षण संस्थेच्या प्रशासकीय इमारतीत लिफ्ट बसविणे.	१७,९९,०२०/-	वर्ग-ब व त्यावरील विद्यूत कंत्राटदार

- निविदा डाऊनलोड करण्याचा दि.२५/०२/२०२६ ते दि.०४/०३/२०२६ पर्यंत.
- ई-निविदा उघडण्याचा दिनांक- ०६/०३/२०२६
- सर्व पात्र/ इच्छुक निविदाकारांनी निविदापत्रक डाऊनलोड करण्यासाठी व निविदा प्रक्रियेत भाग घेण्यासाठी ई निविदा प्रणालीच्या <http://mahatenders.gov.in> या पोर्टलवर enrolled करणे आवश्यक आहे.
- सदर कामांची ई-निविदा कोणतेही कारण न देता रद्द करण्याचा अधिकार सक्षम अधिकारी यांनी राखून ठेवलेले आहेत

जा.क्र.साबां (आ)विठा/ठाणे/निविदा/क्रं.२३/६७०
कार्यकारी अभियंता यांचे कार्यालय,
सा.बां.(आदिवासी) विभाग, ठाणे
९ वा मजला, पार्किंग प्लाझा बिल्डिंग,
ज्यूपिटर हॉस्पिटल जवळ, पूर्व द्रुतगती मार्ग, ठाणे (प.) ४००६०११
ईमेल पत्ता :- eepwdtribalthane@gmail.com
दिनांक :- १६/०२/२०२६

कार्यकारी अभियंता,
सा.बां.(आदिवासी) विभाग, ठाणे

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

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

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

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

Original Agreement No. : B-1/EE/ /2025-26

NAME OF WORK : **Lift work of Administration Building of Tribal Research and Training Institute, Pune**

Name of Contractor :

Date of Receipt of Tender :

No. & Date of Work Order :

Amount put to Tender : Rs.17,99,020.00

Percentage quoted :

Amount of Contract :

Date of Commencement :

Time stipulated for completion of work : 04 (Four) 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 : 1
2
3

DETAILS OF WORK

NAME OF WORK : Lift work of Administration Building of Tribal Research and Training Institute, Pune

Estimated Cost put to tender : Rs.17,99,020.00

Earnest Money : Rs.18,000.00

The EMD applicable amount shall be paid via Online mode only. Total Security Deposit 2% (Two percent) Rs.36,000.00 (50% in cash at the time of Agreement and 50% from R.A.bills).

TENDER SCHEDULE

Cost of Tender Form (Including G.S.T.)	:	Rs.590/-
Period for Downloading Tender Forms	:	Refer Online schedule on portal https://mahatenders.gov.in
Last date and time for online bid preparation and hash submission (technical and financial)	:	Refer Online schedule on portal https://mahatenders.gov.in
Date and time for online bid data decryption and re-encryption (technical and commercial)	:	Refer Online schedule on portal https://mahatenders.gov.in
Receipt of <u>online EMD /</u> stamp paper of Rs. 100/- bond Affidavit (Original) in prescribed format given in Annexure I sworn before Executive Magistrate / Notary and <u>Tender Document fees, to be paid online only via Payment Gateway mode</u> / D.D. of Additional performance Security Deposit (If required) / Location Map of Hot Mix Plant	:	Document Tender Fee to be paid via online mode only.
Registration class of Contractor	:	<u>Class- B Electrical of Tribal Development Department</u>

TO BE FILLED IN BY THE CONTRACTOR

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

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

GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS DEPARTMENT

INVITATION FOR TENDERS

DETAILED TENDER NOTICE

NAME OF WORK : **Lift work of Administration Building of Tribal Research and Training Institute, Pune**

Online Tender in "B-1" form are invited by the Executive Engineer, Public Works (Tribal) Division, Thane for the following work from **Eligible Electrical Contractor** registered in Class-B with TRIBAL DEVELOPMENT DEPARTMENT of Maharashtra State. The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as under.

Sr. No.	Name of work	Estimated Cost (Rupees)	Earnest Money (Rupees) (Online)	Security Deposit (Rupees)	Class of Contractor	Time limit in Tender (Calendar Months)
1	Lift work of Administration Building of Tribal Research and Training Institute, Pune	Rs.17,99,020.00	Rs.18,000/-	18,000/- <u>18,000/-</u> 36,000/-	Class-B Electrical of Tribal Development Department	04 (Four) Calendar Months (including monsoon)

Tender form, conditions of contract, specifications and contract drawings can be downloaded from the eTendering portal of Public Works Department, Government of Maharashtra i.e. <https://mahatenders.gov.in> after entering the details, payment (Including G.S.T.) of Rs.590/- (Rupees Five Hundred Ninety only) should be paid online using payment gateway. The fees of tender document will be non refundable. Further information regarding the work can be obtained from the above office.

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

TENDERING PROCEDURE :

A. Blank Tender Forms

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

If it is not possible on line to down load the drawings ,the set of drawing may be supplied to the tenderers in "Hard Copy" by the Department, on Proof of receipt of payment towards tender fees as per the tender schedule

B PRE-TENDER CONFERENCE :

The Pre – tender conference will be open to all prospective tenderers, who will submit the Tender Fee, prior to the time of pre-tender conference, and obtain receipt from
Executive Engineer, Public Works (Tribal) Division Thane

DELETED

Pre tender conference, will be held at Thane on at 15.00 hours in the office of the, Superintending Engineer, Public Works (Tribal) Circle, Traymbak Road, Nashik 422002 wherein the prospective tenderers will have an opportunity to obtain clarifications regarding the work and tender conditions

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

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

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

The Tenderers have to make a payment of Rs 590/- online as service charges for the use of Electronic Tendering during Online Bid Data Decryption and Re-encryption stage of the Tender.

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

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

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

<https://mahatenders.gov.in>

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

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

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

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

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

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

2. Obtaining a Digital Certificate :

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

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

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

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

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

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

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

3. Recommended Hardware and Internet Connectivity:

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

4. Set up of Computer System for executing the operations on the Electronic Tendering System:

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

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

5. Payment for Service Provider Fees :

In addition to the Tender Document Fees payable to PWD, the Contractors will have to pay Service Providers Fees of Rs.590/- through online payments gateway service available on Electronic Tendering System. For the list of options for making online

payments, the Contractors are advised to visit the link E-Payment Options under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

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

1. Preparation of online Briefcase:

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

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

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

2. Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by PWD on the home page of PWD e-Tendering Portal on <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 Preparation and Submission of Bid Hash (Seal) of Bids:

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

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

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

Note:

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

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

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

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

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

Notes:

- a. The Contractors upload a single document or a compressed file containing multiple documents against each unloadable option.
- b. The Hashes are the thumbprint of electronic data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.
- c. The bid hash values are digitally signed using valid Class – II or Class – III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.
- d. After the hash value of bid data is generated, the Contractors cannot make any change / addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.
- e. This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes.

5. Close for Bidding (Generation of Super Hash Values) :

After the expiry of the cut – off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

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

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

After the time for generation of Super Hash values by the Tender Authority from PWD has lapsed, the Contractors have to make the online payment of Rs. 1,058/- towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

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

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

The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the Bid data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids online).

7. Shortlisting of Contractors for Financial Bidding Process :

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

8. Opening of the Financial Bids :

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

9. Tender Schedule (Key Dates):

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

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

C) Terms and Conditions For Online-Payments

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

Privacy Policy

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

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

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

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) if any of User’s actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant’s legal rights or property, the Merchant’s site, or the Users of the site or;

- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

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

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

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

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

Miscellaneous Conditions :

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 café.

Debit/Credit Card, Bank Account Details

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

Personal Information

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

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

Payment Gateway Disclaimer

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

1.3 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.

- 1.3.1 Scanned copy of Successful Payment receipt of EMD of Rs.18,000/- and Tender Fees Rs.590/- shall be paid via online mode from own bank account only.
- 1.3.2 Scanned copy of original Valid certificate as a Registered Electrical Contractor with the Tribal Development Department, Government of Maharashtra in appropriate class.
- 1.3.3 Bidder should be valid Electrical Lift License issued by Chief Electrical inspector, I.E.&L Department Government of Maharashtra.
- 1.3.4 If the Contractor is a partnership firm or a consortium or joint Venture. The agreement (MOU) should be made on Rs.1,000/- stamp paper and to be submitted in the envelope 1. This agreement must be signed by all partners, consortium members and Joint Venture partners.
- 1.3.5 Details of Income Tax Circle or ward of the district in which the tenderer is assessed to Income Tax, Tenderer PAN No. and complete postal address with Pin Code and telephone Numbers. Scanned copy of original Income Tax Return for the immediate previous Five financial years.
- 1.3.6 Audit Balance sheet of last Five Years Certified by Chartered Accountant with Turnover Certificate.
- 1.3.7 List of Work in Hand and works tendered for as on the last date of submission of this Tender (in statement No.1)
- 1.3.8 Details of work of similar type (Lift work) carried out by the contractor during Last Five Years in statement No.3. (Rank not below the Executive Engineer) Work order copy must be attached.
- 1.3.9 Scanned from original copy of valid GST registration certificate from Goods and Service Tax Act.
- 1.3.10 Scanned from original copy of Affidavit regarding completeness, correctness and truthfulness of documents submitted on Rs.500/- Stamp paper as per prescribed proforma given in Annexure- I sworn before Executive Magistrate/Notary
- 1.3.11 Declaration of the Contractor (Should be submitted on Rs.500/- Stamp Paper Notary) given In Annexure- II
- 1.3.12 Scanned Copy of Valid Professional Tax Registration Certificate in the form of PTR and PTE Under Section (1) Section (5) of Maharashtra State Tax of Profession, Trade, Callings, Employment Act.1975 Rule 3(2) with Late Clearance Certificate To for employees including Technical personal from the Professional Tax office of the Concerned District of Maharashtra

- 1.3.13 Scanned copy Details of Technical Personnel. (in statement No.4)
- 1.3.14 Scanned copy of Machinery & Equipment Available with the contractor. (in statement No.2)
- 1.3.15 Scanned copy of original Registered Partnership Deed, Memorandum of Articles of Association, if the tenderer is Partnership Firm, Joint Stock Company and Power of Attorney and Firm Registration Certificate if any.
- 1.3.16 Self Declaration Site visit along with Geo Tagging by bidder before submission of Bid (Photo of site visit along with geo tag should be attached- Annexure-III)
- 1.3.17

- (a) Each Contractor should further demonstrate the availability of the key and critical equipment should be Owned/ Hired by the contractor and be actually in his possession and available exclusively for this work at the time of submission of tender (Information is to be uploaded Statement No 2 A)

1.4 ENVELOPE NO. 2 TENDER (FINANCIAL BID)

- i) The second envelope clearly marked as “ Envelope No.2” shall contain only the main tender including the Common Set of Conditions / Deviation issued by the Department after the pre-tender Conference. A tender submitted without this would be considered as invalid.
- ii) The Tenderer should quote his offer only through online bidding process in form of Bill of Quantity in terms of percentage of estimated rates. He should not quote his offer any where directly or indirectly in Envelope No.1. The contractor shall quote for the work as per details given in the main tender and also based on the detailed set of conditions issued / Additional stipulations made by the Department as informed to him by a letter from Chief Engineer / Superintending Engineer after Pre-Tender Conference. His tender shall be unconditional.
- iii) Offer to be submitted Online.

1.5 SUBMISSION OF TENDER :-

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

Physical Submission:

The bidder shall submit the Hard Copy in "Sealed Envelope" of Technical & Financial Bids as specified in NIT after the online submission of Bid ("Bid Lock") within 72 hrs.

1.6 OPENING OF TENDERS :

On the date, specified in the Tender Notice, 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 tenderer’s Envelope No.2 will not be considered for further action and the same will be

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recorded.

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

- (B) ENVELOPE NO. 2 : (Financial Bid)
- a) This envelope shall be opened immediately after opened online of Envelope No.1, only if contents of Envelope No.1 are found to be acceptable to the Department, the tendered rates in 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.

1.7 EARNEST MONEY :

- (i) Earnest money of minimum **Rs.18,000/-** shall be paid via online using NEFT/RTGS or payment gateway mode.
After Tender opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number.
- (ii) Earnest Money in the form of cheques or any other form except above will not be accepted.
- (iii) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on his paying initial Security Deposit and completing the tender documents in form B-1.

1.8 SECURITY DEPOSIT :

The successful tenderer shall have to pay half the security deposit in approved security form (preferably in the form of National Saving Certificate) or in cash from any Schedule Bank and balance Security Deposit will be recoverable through the bills at the percentage as shown in item(s) of the Memorandum in printed B-1 form or as may be decided by the Executive Engineer during course of execution of the work looking to the position and circumstances that may prevail, whose orders will be final and binding on the contractor.

The security deposit for the due performance of the contract shall be as detailed in the Tender Documents elsewhere. Fifty percent of the security deposit will have to be deposited within ten days (including Government holidays) of the acceptance of the tender and the remaining fifty percent will be recovered from the Running Bills at the rate as specified in the tender form, on the cost of work as per C.S.R. prevailing at the time of acceptance of tender. Amount of total security deposit to be paid shall be 2 % of the cost of work, worked out as per D.S.R. 2021-2022 for the respective District.

1.9.A. Additional Performance Security for Below offers - (As Per GR. Dated 27.09.2018 and 26.11.2018).

In case lowest successful bidder's offer found more than 1.00 % below the estimated cost put to tender, in that case, the tenderer shall have to pay Additional Performance Security deposit drawn in favour of the Executive Engineer, P.W. (Tribal) Division, Thane (in form of Demand Draft only) with in 8 (eight) days only [no time limit of 8 days will be increased] from the date of opening of Financial bid i.e. 2nd envelope as

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specified below;

- 1) If Tenderer's offer is upto 10% below the estimated cost put to tender, then the Additional Performance Security deposit shall be 1% of the estimated cost put to tender.
- 2) If Tenderer's offer is upto 15 percent below the estimated cost put to tender, Tenderer shall submit 1% plus the percentage by which tender offer is more than 10% below of amount put to tender.
(e.g. if tenderer offered 14% below he have to submit $(14\% - 10\%) + 1\%$ i.e. total 5% of estimated cost put to tender) or minimum Rs. 1000/- whichever is higher.
- 3) If Tenderer's offer is more than 15 percent below the estimated cost put to tender, Tenderer shall have to submit Additional Performance Security Deposit as specified below

A.	for offer upto 10% below the estimated cost put to tender	1 %
B.	for offer upto 15% below the estimated cost put to tender ($15\% - 10\% = 5\%$)	5 %
C.	more than 15% below tenderer have to submit (e.g. if tenderer offered 19% below tenderer have to submit $(19 - 15\% = 4\% \times 2 = 8\%)$)	8 %
Total (A + B + C)		14%

- 4) If the amount of Performance Security Deposit as required above (under A + B + C) is not submitted by the bidder then his offer will be treated as "Non Responsive" and will not be considered.
- 5) The Demand Draft should bear the MICR and IFSC Code Number of the issuing bank.
- 6) The Hard Copy of Demand Draft shall be submitted in the office of the Executive Engineer, P.W. (Tribal) Division, Thane within 8 (Eight) Days from the date of opening of Envelope No. 1 and 2.
- 7) If it is found that the Demand Draft as above submitted by the bidder is False / Forged then the Earnest Money submitted by such bidder shall be Forfeited and his registration as a contractor of Public Works Department will be suspended & he will be entered in the Black List. This is also applicable for Unregistered Bidder in such case he will be entered in the Black List.
- 8) The **Additional Performance Security** shall be returned immediately upon satisfactory completion of work, the certificate of which shall be issued by the Executive Engineer, P.W. (Tribal) Division, Thane before releasing the additional security.
- 9) The above referred Government Resolution is the part of this tender.

ISSUE OF FORMS :

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

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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.

The tenderer may, in the forwarding letter, mention any points he 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.

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

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

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 effected from the payment due to the Contractor from any other Government works under execution with them.

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

The Income Tax at Prevailing rate 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.

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.

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

VALIDITY PERIOD :

The offer shall remain open for acceptance for minimum period of 60 days from the Date of opening of Envelope No.2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due. (ref. to memorandum on Page of B-1 Form Chapter)

Stamp Duty : Maharashtra Stamp Act 2015

The Successful bidder shall pay on agreement cost as per provision of Maharashtra Stamp Act 2015 as below.

- a) Where the amount or value set forth in such contract does not exceed Rs.Five Lakh, then Stamp Duty- Rs. Five Hundred only.
- b) Where the amount or value set forth in such contract exceed Rs.Five Lakh, then Stamp Duty- Rs. Five Hundred plus 0.3% of the amount above Rs.Five Lakh subject to maximum of Rs. Twenty-Five Lakh. The above amount of Stamp Duty up to Rs.5000/- shall be paid by Franking and the amount above Rs.5000/- shall be paid by eSBTR. It is binding on the Contractor to execute The Agreement on Non-Judicial Stamp Paper Purchased or franking from authorized vendor by him Amounting to Value Applicable to contract Cost as per extant rules.

ANNEXUIRE - I
AFFIDAVIT
(On Rs.500/- Stamp Paper)

I age
 Address.....

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

- 1) 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 paper are found false/ fraudulent during contract period and even after the completion of contract (Finalisation of final bill)

Contractor's Signature

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

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STATEMENT No. 1

Statement of list of works in hand and works tendered for as on the last date of submission of this Tender.

NAME OF CONTRACTOR:-

(A) WORKS IN HAND

Sr. No.	Name of Work.	Agreement No.	Tendered Amount.	Date of Commencement.	Stipulated Date of Completion.	Value of work Already Done.	Value of Balance Work	Value of Balance Work to be executed	Probable Date of Completion.	Remark.	
1	2	3	4	5	6	7	8	9	10	11	
		-----Sample form-----									

(B) WORKS TENDERED FOR

SR. NO.	NAME OF WORK	NAME AND ADDRESS OF CLIENT	TENDERED AMOUNT	TIME LIMIT	PROBABLE DATE WHEN DECISION IS EXPECTED	OTHER RELEVANT DETAILS IF ANY	
1	2	3	4	5	6	7	
		-----Sample form-----					

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

Signature of Contractor

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STATEMENT – 2

DETAILS OF PLANT & MACHINERY IMMEDIATELY AVAILABLE WITH THE
TENDERER FOR THIS WORK

NAME OF TENDERER:.....

SR. NO.	NAME OF EQUIPMENT	NO. OF UNITS	KIND & MAKE	CAPACITY	AGE & CONDITION	PRESEDNT LOCATION	REMARKS
1	2	3	4	5	6	7	8

-----Sample form-----

Signature of Contractor

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

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STATEMENT NO 2 (A)
(TO BE UPLOADED IN ENVELOPE NO. 1)

Questionnaires on Machinery: -

Proforma for information regarding availability / Procurement of machinery required for this work

Question – 1

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

if “yes” Please attached the documentary proof of ownership of above machinery & upload information in this sample form

Type of Machine	No. of Units	Names of Works on Which Deployed at Present	Location	Out-put	Works in Hand
1	2	3	4	5	6
----- Sample Form -----					

Question 2 :

If answer to Question 1 is "No" then the contractor shall have to procure the same on hire from another Agency/ Contractor who owns it. Lease agreement on stamp paper executed for hire with the Agency/ Contractor who owns this machinery and also the information mentioned in Question 1 above shall have to be attached alongwith with this statement as well as their proof of ownership of machinery (i.e. Attested copies of invoices) as well as the valid certificate issued by Asst. Chief Engineer (Mech.) of Public Works Department to the effect that these machineries are in "Efficient". (Duly attested by Gazetted Officer).

Also in case of hire from another agency, declaration by the lender of machinery regarding number of works with him and considering the number of works with him , how he is going to lend the said machinery to the tenderer.

STATEMENT NO. 3

Details of works of similar type and magnitude carried out by the contractor in last Five years

NAME OF TENDERER: -

SR. NO	NAME OF WORK	Name & Address Of The Organisation For Whom The Work Was Done	Place And Country.	Agreement No. & Date	Date Of Commencement	Tendered Cost	Total Cost Of Work Done.	Date Of Completion	Remarks (Principle Features In Brief.)
1	2	3	4	5	6	7	8	9	10
	-----Sample form-----								

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

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STATEMENT – 4

Statement Showing Technical Personnel Available With Contractor Which Can Be Spared
Exclusively For This Work

NAME OF TENDERER:

Sr. No.	Name of Person	Qualification	Whether working in field or in office	Experience of Execution of Similar Works	Period for which the Person is Working With The Tenderer	Remarks
1	2	3	4	5	6	7

***** SAMPLE FORM *****

Signature of Contractor

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

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ANNEXUIRE - II**DECLARATION OF THE CONTRACTOR**

(On Rs.500/- Stamp Paper)

NAME OF WORK : **Lift work of Administration Building of Tribal Research and Training Institute, Pune**

I/We hereby declare that I/We have made myself/ourselves thoroughly conversant with the sub-soil conditions, the local conditions regarding all materials (such as stone, murum, sand, etc.) and labour on which I/We have based my/our rates for this work. The specifications, conditions, bore results and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best materials approved by the Executive Engineer, Public Works (Tribal) Division, Thane or his duly authorised assistant, before starting the work and to abide by his decision.

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

I/We hereby undertake to pay the labourers engaged on the work as per minimum wages Act, 1948 applicable to the zone concerned.

TO BE FILLED BY THE CONTRACTOR

I/We have quoted my/our offer in percentages rate in words as well as in figures. I/We further undertake to enter in to contract in regular "B-1" form in public works department.

**Name and signature of contractor(s) power of attorney
holder with complete address.**

ANNEXUIRE - III

(Self Declaration Site Visit Report)

AUTHORITY LETTER

NAME OF WORK : Lift work of Administration Building of Tribal Research and Training Institute, Pune

This is to certify that Shri.....
is authorized representative of M/s
He has been authorized to visit the site, important locations of Projects and ascertain the availability and sufficiency of material. He is also authorized to complete the site visit for quotation of the tender.....

His photo identity is enclosed with this letter.

Signature of Shri is certified as below :

Name and & Signature of Bidder with Seal

(Authorized Representative of Bidder)

Site Visit done on Dt. / /20

(Photo of Self Site Visit along with geo tag should be attached here)

FORM : B - 1

Percentage Rate Tender & Contract for the Work

DEPARTMENT : Public Works Department.
 CIRCLE : Public Works (Tribal) Circle, Nashik
 DIVISION : Public Works (Tribal) Division, Thane

NAME OF WORK : **Lift work of Administration Building of Tribal Research and Training Institute, Pune**

General Rules and Directions for the Guidance of Contractors

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer. This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, If any, to be deducted from bills. Copies of the specification, designs, drawings and estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of Executive Engineer during office hours.

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorising him to do so.
- 2.A) I) The contractor shall pay along with the tender the sum of **Rs.18,000/-** as and by way of earnest money. Earnest money shall be paid via online using NEFT/RTGS or payment gateway mode. The said amount of earnest money shall not carry any interest whatsoever.
- II) In the event of his tender being accepted, subject to the provisions of sub-clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General Conditions of contract.
 - III) If, after submitting the tender, the contractor withdraws his offer or modifies the same, or if, after the acceptance of his tender the contractor fails or neglects to furnish the balance security deposit, within 10 days from receipt of acceptance letter without prejudice to any other rights and powers of the Government, hereunder, or in law,

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Government shall be entitled to forfeit the full amount of the earnest money deposited by him.

- IV) In the event of this tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under provisions of subclause (iii) above, be refunded to him on passing receipt therefor. (B.&C. Deptt. Resolution No.CAT-1272/44277-Q DT-3-3-73.)
3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firms by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule B (Memorandum showing tems of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the Estimated rates/Schedule rates shall be named. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions will be liable for rejection. No printed form of tender shall include a tender for more than one work but if contractor wishes to tender for two or more works, shall submit a separate tender for each. Tender shall have the name and numbers of the work to which they refer written outside the envelope.

The Superintending Engineer/Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall for the purpose of identifications, 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.

5. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
6. No receipt for any payment, alleged to have been made by a contractor in regard to any matter relating to this tender or the contract, shall be valid and binding on Government unless it is signed by the Executive Engineer.
7. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and complete by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.
8. All work shall be measured net by standard measure and according to the Rules and customs of the Public works Department and their rates shall be without reference to any local custom.

9. Under no circumstances shall any contractor be entitled to claim enhanced rates for any item in contract.
10. All corrections and additions or pasted slips should be initialed.
11. The measurements of work will be taken according to the usual methods in use in the Public Works Department and no proposals to adopt alternative methods will be accepted. The Executive Engineer's decision as to what is "the usual method in use in the Public Works Department" will be final.
12. The tendering Contractor shall furnish a declaration alongwith the tender showing all works for which he has already entered into contract and the value of the work that remain to be executed in each case on the date of submitting the tender.
13. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the Department for the purchase of plant and machinery required for the execution of the work contracted for. (GCD/PWD/CFM/1058/62517 OF 26.5.1959)
14. The contractor will have to construct shed for storing controlled and valuable materials brought by Contractor at work site having double locking arrangement at Contractors cost. The materials will then be taken for use in the presence of the Departmental person. No materials will be allowed to be removed from the site of works.
15. The contractors shall also give a list of machinery in their possession and which they propose to use on the work.
16. Successful tenderer shall have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provisions of Contract Labour (Regulation and Abolition) Act, 1973 before starting the work. Failing which, acceptance of the tender shall be liable for withdrawal and earnest money shall be forfeited to the Government (refere Government of Maharashtra, Irrigation and Power Department's letter No. Lab 1076h181/(666E-17), Dated 8/9/1976.
17. The Contractor shall comply which the provisions of Apprentices Act, 1961 and the rules and orders issued thereunder from item to time. If he fails to do so, his failure shall be breach of the contract and the Chief Engineer / Superintending Engineer, may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

TENDER FOR WORKS

<p>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 * _____</p> <p>_____ per cent</p> <p>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 I thereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government, such materials and the rates to be paid for them shall be as provided in Schedule A hereto.</p>	<p>The tenderer shall quote his offer through online bidding process only.</p>
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Contractor

NO. of Correction

Executive Engineer

MEMORANDUM

NAME OF WORK : **Lift work of Administration Building of Tribal Research and Training Institute, Pune**

- | | | | |
|----|---|---|---|
| A) | Name of Work : | | (A) If several sub-works are included they should be detailed in a separate list. |
| B) | Estimated Cost | Rs.17,99,020.00 | |
| C) | Earnest Money | Rs.18,000.00 | C) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 206 and 207 of the M.P.W. Manual |
| D) | Security Deposit | | The deposit shall be in accordance with paras 213 and 214 of M.P.W. Manual. |
| | i) Cash (Not less than the amount of earnest money) | Rs.18,000.00 | |
| | ii) To be deducted from current bills | Rs.18,000.00 | |
| | Total..... | Rs.36,000.00 | |
| E) | Percentage, if any, to be deducted from bills and by cash so as to make up the total amount required as security deposit by the time, half the work, as measured by the costs, is done. | 2 (Two) Percent | E) This percent-age where no security deposit is taken will vary from 5 to 10% according to the require-ments of the case where security deposit is taken see note to Clause 1 of conditions of contract. |
| | of written order to commence. | 04 (Four) Calender Months (Including Monsoon) | F) Give schedule where necessary showing dates by which the various items are to be completed. |

Contractor

NO. of Correction

Executive Engineer

2) I / We agree that this offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening the "same" means envelope No.2 and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A. D. or otherwise delivered at the office of such authority.

“Treasury” Challan No..... dated_____in / or Term Deposit Receipt for a period of one year receipt No. dated in respect of sum of Rs.18,000/- representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Government should I/We fail to (i) abide by the stipulation to keep the offer open for the period mentioned above or (ii) Sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (i) above within the time limit laid down in Clause (1) of the annexed General conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.

3) Should this tender be accepted I / We here by agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto so far as applicable, and in default thereof to forfeit and pay to Govt. the sums of money mentioned in the said conditions.

+ Signature of Contractor before submission of tender.

+ ContractorAddress

.....

* Signature of witness to contractor's signature.

Date the..... the day of.....2026

*

(Witness).....

Address:.....

.....

(Occupation).....

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

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

Executive Engineer,
Public Works (Tribal) Division, Thane

Signature of the officer by whom accepted

Dated Day of 2026

CONDITIONS OF CONTRACT

Security
deposit.

PWD
Resolution
No. CAT-
1087/
CR-94/
Bldg.-2
Dt.14-6-
89

Clause 1: The person / persons whose tender may be accepted (hereafter called the contractor, which expression shall unless excluded by or repugnant to the context include his, heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by the Executive Engineer/ Superintending Engineer/or the Chief Engineer concerned up to one month/two months/three months respectively if the Executive Engineer/ Superintending Engineer / Chief Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or (B) Permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will amount to * Two percent, of all moneys so payable such deductions to be held by Government by way of security deposit, provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case if the sum so deposited shall not amount to *Two percent, of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of, *Two percent, by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within 10 days there after make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may, at the cost of the depositor, be converted into the interest bearing securities provided that the depositor has expressly desired this in writing. If the amount of

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the security deposit to be paid in a lump sum within the period specified at (A) above is not paid, the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded along with the payment of the final bill, if the date up to which the contractor has agreed to maintain the work in good order is over. If such date is not over, only 50 per cent amounts of security deposit shall be refunded along with the payment of the final bill. The amount of the security deposit retained by the Government shall be released after expiry of period up to which the contractor 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 clauses 17 and 20 hereof the amount of security deposit retained by Government shall be adjusted towards the excess cost incurred by the Department on rectification work.

*Note: 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 through out stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tenderer for every day that the work remains uncommenced, or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.

The contractor should complete the work as per phase period given below

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

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

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

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

Action
when
whole of
security
deposit is
forfeited

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

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

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(c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work therefor actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified.

In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractor the amount of excess shall be deducted from any money due to the contractor, by Government under the contract or otherwise, howsoever or from his security deposit or the sale proceeds thereof provided, however that the contractor shall have no claim against Government even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clause (a),(b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into engagements, or made any advances on account of or with a view of the execution of the work or the performance of the contract.

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

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

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

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

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

Extension of time.

Clause - 6 : If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in the tender or before

the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier ever and the Executive Engineer, may, with prior approval of the authority component to accept the tender if in his opinion, there are reasonable ground for granting an extension, grant such extension as he thinks necessary or proper the decision of the Executive Engineer in this matter shall be final.

Final
certificate.

Clause - 7: On the completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called The Engineer-in-charge) of such completion; but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors windows, wall, floors or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work the Engineer- in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Payment on
intermediate
certificate to
be regarded as
advances.

Clause- 8: No payment shall be made for any work, estimated to cost less than rupees one thousand, till after the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting a monthly bill therefor 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

Contractor

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payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstruction or reerected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Payments at reduced rates on account of item of work not accepted as completed to be at the discretion of the Engineer-in charge.

Clause 9: The rates for several items of works estimated to cost more than Rs. 1000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed by the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

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

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

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 store of the Public Works Dept. store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only and value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract, or otherwise or from the security deposit or the proceeds of sale thereof, if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for all purpose. All materials supplied to the contractor shall remain the absolute property of Govt. and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Public Works Departmental store if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with consent of the Engineer in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Work to be
executed in
accordance with
specifications,
Drawings,

Clause- 13: The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications.

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orders, etc.

The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer- in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on site of the work during office hours. The contractor will be entitled to receive three sets of contract drawing and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs.300/- per set of contract Drawings and Rs.150/- per working drawings except where other wise specified.

Alterations in specifications and designs not to invalidate contracts.

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

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

Contractor

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respect of the work carried out or expenditure incurred by him prior to date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer, of the Circle will be final.

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

Extension of time in consequence of additions or alterations.

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

(2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 day's prior notice in writing to the Engineer, within 30 days of the expiry of the said period of

90 days, of such intention and requiring the Engineer, 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 his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

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

(4) In the event of -

- i) Any total stoppage of work on notice from the Engineer under sub clause (1), in that behalf,
- ii) Withdrawal by the contractor from the contractual obligation to complete the remaining unexecuted work under sub clause (2) on account of continued suspension of work for a period exceeding 90 days.

OR

- iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitutions in the specifications, drawings, designs, or instructions under clause 14 where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the item specified in the tender is more than Rs. 5000/-

It shall be open to the contractor within 90 days from the service of

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

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

Clause-15(A):The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials entered in Schedule -A where such delay is caused by

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

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

Time limit for unforeseen claims.

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

Action and Contractor

Clause -17: If any time before the security deposit or any part thereof is

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compensation payable in case of bad work.

refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of 1% on the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Works 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 and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all time during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have responsible agent duly authorised in writing, present for that purpose. Orders given to the contractor's duly authorised 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 work is covered up.

Clause 19: The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurements any work

Contractor

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Executive Engineer

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

Contractor
liable for
damage done
and for
imperfections

Clause 20: If during the period of “ 12 (Twelve) months from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or “ 15 (Fifteen) months” after commissioning the work, whichever is earlier in the opinion of the Executive Engineer, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefor in the said notice, and/or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forth with on demand pay to the Government the amount of such costs, charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer shall be final and binding on the contractor. Such cost, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government, the same may be recovered from the contractor as arrears of land revenue. The Government shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Government to the contractor either in respect of the said work or any other work whatsoever, or

Contractor

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Contractor
to supply
plant,
ladders,
scaffolding
etc

from the amount of the security deposit retained by Government.

Clause -21 : The contractor shall supply at his own cost all material (except such special materials, if any, as may in accordance with the contract, be supplied from the Public Works Dept's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works which may required for the proper execution of the work, whether in the original, altered or substituted form, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing which the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.'

And is liable
for damage
arising from
non-provision
of light,
fencing etc.

The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with consent of the contractor be paid for compromising any claim by any such person.

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

- (a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- (b) A scaffold shall not be constructed, taken down, or substantially altered except:-
 - (i) Under the supervision of a competent and responsible person; and
 - (ii) as far as possible by competent workers possessing adequate

experience in this kind of work.

- (c) All scaffold and appliances connected therewith and all ladders shall :-
- (i) be of sound material,
 - (ii) be of adequate strength having regard to the loads and strains to which they will be subjected and
 - (iii) be maintained in proper condition.
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be over- loaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent person.
- (h) Before allowing a scaffold to be used by his workmen the contractor shall , whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation here-in-specified.
- (i) Working platforms, gangways and stairways shall:- (i) be so constructed that no part thereof can sag unduly or unequally.
- (ii) be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and
 - iii) be kept free from any unnecessary obstruction.
- (j) in the case of working platform, gangways, working places and stairways at a height exceeding 3.00 Metres (to be specified).
- (i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - (ii) Every working platform and gangway, shall have adequate width and
 - (iii) every working platform, gangway, working place and stairway shall be suitably fenced.
- (k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or material.
- (l) When persons are employed on roof where there is a danger of falling from

a height exceeding 3.00 Mts. suitable precautions shall be taken to prevent the fall of persons or material.

- (m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- (n) Safe means of access shall be provided to all working platforms and other working places.

Clause-21(B) : The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him.:

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

means.

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

Measure for prevention of fire

Clause-22: The contractor shall not set fire to any standing jungle, trees brushwood or grass without a written permit from the Executive Engineer.

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

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

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

Clause-23: Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from

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the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour

Clause 24:-The employment of female labours on works in neighbourhood of soldiers 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.

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 proceeding to get himself adjudicated and

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

insolvent or make any composition with his creditors or attempt so to do or if bribe, gratuity, gift, loan perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer-in-charge may there upon by notice in writing rescind the contract. and the security deposit of contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under Clause -3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefor actually performed under the contract.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.	Clause - 27: All sums payable by a contractor by way of compensation under any of this conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.
Change in the constitution of firm to be notified.	Clause-28: In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.
Direction and control of the Superintending Engineer	Clause-29: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle, for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on
Direction and control of the Superintending Engineer	<p>Clause-30 (1): Except where otherwise specified in the contract and subject to the powers delegated to him by Govt. under the code, rules then in force. The decision of the Superintending Engineer of the circle for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions here in before mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, right, matter, or things whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or other conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.</p> <p>Clause 30 (2) : The contractor may within 30 days of receipt by him of any order passed by the Superintending Engineer of the circle as aforesaid appeal against it to the Chief Engineer concerned with the contract, work or project provided that-</p> <p>(a) The accepted value of the contract exceeds Rs.10 Lakhs (Rs. Ten Lakhs)</p> <p>(b) Amount of claim is not less than Rs.1.00 lakh (Rupees one lakh)</p>

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

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

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

Lump-sums in estimates.

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

Action where no specifications.

Clause - 33: - In the case of any class of work for which there is no such specifications as is mentioned in rule 1 such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

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Definition of work.	Clause -34:- The expression "works" or "work" where used in these conditions, shall unless there be something in the subject or context repugnant to such construction be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.
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, octroi dues and ground rent, for stacking materials, if any, should be paid by the contractor.
Compensation under the workmen's compensation act.	<p>Clause - 37: The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workman's Compensation Act 1923 (VIII th of 1923) (hereinafter called the said act) for injuries caused to the workmen. If such compensation is payable/paid by the Government as principal under subsection (1) of section 12 of the said Act on behalf of the contractor it shall be recoverable by Government from the contractor under subsection (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.</p> <p>Clause - 37 (A): The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Government the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of Government from any amount due or that may become due to the contractor.</p> <p>Clause - 37 (B): The contractor shall provide all necessary personnel safety equipment and first aid apparatus available for the use of the persons employed on the site, and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith:-</p> <p>(a) The workers 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.</p> <p>(b) When work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept ready</p>

for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

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

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

Claim for quantities entered in the tender or estimate.

Clause- 38: (1) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation, the quantities of the items does not exceed the tender quantity by more than 25 % and so long as the value of the excess quantity beyond this limit, at the rate of the item specified in the tender, is not more than Rs. 10000/-

(2) The contractor shall if ordered in writing by the Engineer, so to do also carry out any quantities in excess of the limit mentioned in sub-clause (1) hereof on the same conditions as and in accordance with specifications in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the absence of such rates (ii) at the rate prevailing in the market the said rates being increased or decreased as the case may be, by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender, based upon the schedule of rates applicable to the year in which the tenders were invited. (for the purposes of operation of this clause, this cost shall be taken, as arrived at as per DSR 2021-22)

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

Employment of famine labour etc.

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

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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 or in the case of clearance works on account of any delay in according to sanction of estimates.
Claim for compensation for delay in execution of work.	Clause - 41: No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive of 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 instruction 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 payments for work.
Minimum age of persons employed, the employment of donkeys and/or other animals and the payment of fair wages.	<p>Clause - 43 : (i) No contractor shall employ any person who is and the payment person who is under the age of 18 years.</p> <p>(ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least 7.50 cms. wide and should be of tape (Newar)</p> <p>(iii) No animal suffering from sores; lameness or emaciation or which is immature shall be employed on the work.</p> <p>(iv) The Engineer-in-charge or his agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.</p> <p>(v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer who shall decide the same. The decision of the Executive Engineer, shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the sanctioned tender rates.</p> <p>(vi) Contractor shall provide drinking water facilities to the workers. Similar</p>

Contractor

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amenities shall be provided to the workers engaged on large work in urban areas.

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

Method of payment

Clause 44: Payment to Contractor shall be made by cheque drawn on any treasury within the division convenient to them, provided the amount exceeds Rs.10. Amount not exceeding Rs.10 will be paid in cash.

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

Clause - 47 :, The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description the controlled price or the price permissible under Hoarding and Profiteering Ordinance, 1943 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender alongwith the reasons for quoting such higher prices.

The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price on the

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

Clause - 47 (A): - "The Rates of Items in schedule "B"/ (BOQ) of NIT are inclusive of all Taxes and exclusive of Sale by transfer of property in goods involved in the execution of a Works Contract under the provision of rule 51 of the Maharashtra Goods and Services Act. 2017.

Clause - 48:

- a) The contractor should quote his Rate inclusive of all Taxes, Rates and Cesses but Exclusive of GST (CGST + SGST)
- b) GST shall be payable on the accepted contract value at prevalent rates separately.
- c) Provisional amount of GST @ 2% i.e.1% C.G.S.T. + 1% S.G.S.T. will be deducted at source (TDS) from the R.A. Bill of contractor under Sections 51 of Maharashtra Goods and Services Act. 2017

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

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

Clause - 50 : The contractor shall employ 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 and Self Employment Department's Scheme.

Provided, however, that if the required unskilled labour are not available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission in writing of the Executive Engineer-in-charge of the said work, obtain the rest of his requirement of unskilled labour from out side the above scheme.

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

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

Clause - 53 : The contractor shall duly comply with all the 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 makes short payment and the Government makes such payment of wages in full or part thereof less paid by the contractor, as the case may be, the amount so paid by the Government to such works shall be deemed to be an arrears of land revenue and Government shall be entitled or deduct the same from the amount payable by the Govt. to the contractor here under or from any other amounts payable to him by the Government.

Clause - 54: The Contractor shall engage apprentices such as bricks layers, carpenters, wiremen, plumber as well as black-smith as recommended by the State Apprenticeship Advisor, Director of Technical Education, Dhobi Talao, Mumbai-1 on the construction work.

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

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

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

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

(E.) RELATION WITH PUBLIC AUTHORITIES:

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

Clause 56:- INSURANCE OF CONTRACT WORK

Contractor shall take out necessary Insurance Policy / Policies (viz. Contractor's All Risks Insurance Policy. Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the : Directorate of Insurance, Maharashtra State, Mumbai " Its postal address for correspondence is " 264, MHADA, First Floor, Opp. Kalanagar, Bandra (E), Mumbai-400 051". (Telephone Nos. 2659 0403/ 2659 0690 and Fax Nos. 2659 2461/ 2659 0403). Similarly all workmen's appointed to complete the contract work are required to be insured under workmen's compensation Insurance Policy, Insurance Policy / Policies taken out from any other Company will not be accepted. If any Contractor has effected Insurance with any Insurance Company, the same will not be accepted and the amount of premium calculated by the Government Insurance fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of insurance among the other

insurers.

Clause:-57. As per building and other construction workers (Resolution of employment and condition of service) Act 1996 and the Building and other construction workers welfare cess Act 1996 and Government of Maharashtra GR. No. BCA 2009/C.No.108/LabourA dt. 17.6.2010 cess of 1% on cost of work shall be recovered from bills payable to the contractor.

Additional General Condition of Contract

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ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

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

2. CONTRACTOR TO STUDY SITE CONDITIONS :-

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

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

3. DECELERATION OF THE CONTRACTOR

The contractor should sign the declaration form on Page No.

4. INDEMNITY :-

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

5. DEFINITIONS :-

Unless excluded by or repugnant to the context.

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

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- (b) The expression “ Chief Engineer “ as used any where in the tender papers shall mean Chief Engineer of the Government of Maharashtra who is designated as such.
- (c) The expression “ Superintending Engineer” as used in the tender papers shall mean an officer of Superintending Engineer’s rank (by whatever designation he may be known) under whose control the work lies for the time being.
- (d) The expression “Engineer” or “Engineer - in - charge” as used in the tender papers shall mean Executive Engineer , in charge of the work for the time being.
- (e) The expression “Employee” used in the tender papers shall mean the party who will employ the contractor to carry out the works.
- (f) The expression “ Deputy chief Architect” as used in tender paper shall mean the Deputy Chief Architect P. W. D. for this work at Aurangabad.
- (g) The Expression “ Contractor “ used in the tender papers shall mean the successful tenderer whose tender has been accepted, and who has been authorised to proceed with the work.
- (h) The expression “Contract” as used in tender papers shall mean the deed of contract together with its original accompaniment and those later incorporated in it by mutual consent.
- (i) The expression “Plant” as used in the tender papers shall mean every machinery, necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in altered, modified, substituted and additional work ordered in the time and the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used hereof.
- (j) “Drawings” shall mean the drawings referred to in the specifications and any modifications of such drawings approved in writing by Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- (k) “Engineer’s representative” shall mean an assistant of the Engineer notified in writing to the contractor by the Engineer.
- (l) “Provisional items” shall mean items for which approximate quantities have been included in the tender documents.

- (m) The “Site” shall mean the lands and / or other places, on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by Government or used for the purpose of contract.
- (n) The “Work” shall mean the works to be executed in accordance with the Contract or part (s) thereof as the case may be and shall include all extra, additional, altered or substituted works as required for performance of the contract.
- (o) The “Contract sum” shall mean the sum for which the tender is accepted
- (p) The “Accepting Authority” shall mean the officer competent to accept the tender.
- (q) The “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number or hours worked in any day.
- (r) “Temporary works” shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- (s) “Urgent works” shall mean any measure which, in the opinion of the Engineer - in - charge, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.

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

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

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

6. ERRORS, OMISSION AND DISCREPANCIES :

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

- (I) Between actual scaled and written dimensions or descriptions on a drawing the latter shall be adopted.
 - (ii) Between the written or shown description of dimensions in the drawing and corresponding one in the specifications, the latter shall apply.
 - (iii) Between the quantities shown in schedule of quantities and those arrived at from the drawings, the latter shall be preferred.
 - (iv) Between the written description of the item in the scheduled of quantities and the detailed description in the specifications of the same items, the latter shall be adopted.
- (b) In case of discrepancy between percentage rate quoted in figures and words, the lowest of the two will be considered for acceptance of the tender.
 - (c) In all cases of omissions and / or doubts or discrepancies in the dimensions or description of any item or specification, reference shall be made to the Executive Engineer, Public Works (Tribal) Division, Thane whose elucidation, or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.
 - (d) The special provision in detailed specifications and wording of any item shall gain precedence over corresponding contradictory provisions (if any) in the standard specifications of Public Works Department Hand Book where reference to such specifications is given without reproducing the details in contract.

7. PROGRESS SCHEDULE :

- i) The contractor shall furnish within the period of One month of the order to start the work, the programme of work in CPM / PERT charts in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up of materials, plant and machinery. The schedule is to be such as is practicable of achievement towards the completion of the whole work in the time limit, the particular items, if any, on the due dates specified in the contract and shall have the approval of the Engineer - in - charge. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed schedule or schedules say: week by week for any item or items, in case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for.
 - ii) The Contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress of schedule. The working and shift hours restricted to one shift a
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day for operations to be done under the Government supervision shall be such as may be approved by the Engineer - in - charge. They shall not be varied without the prior approval of the Engineer. Night work which requires supervision shall not be permitted except when specifically allowed by Engineer each time, if requested by the Contractor. The Contractor shall provide necessary lighting arrangements etc.. for night work as directed by Engineer without extra cost.

- iii) Further, the contractor shall submit the progress report of work in prescribed forms and charts etc. at periodical intervals as may be specified by the Engineer - in - charge. Schedule shall be in form of progress charts, forms, progress statement and / or reports as may be approved by the Engineer.
- iv) The contractor shall maintain proforma, charts, details regarding machinery, equipment, labour, materials, personnel etc. as may be specified by the Engineer and submit periodical returns thereof as may be specified by the Engineer - in - charge.

8. AGENT AND WORK ORDER BOOK :

The contractor shall himself manage the work. and engage an authorised all - time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced, Engineer shall be provided by the Contractor as his agent for technical matters in case the Engineer - in - charge considers this as essential for the work and so directs the contractor. He will take orders as will be given by the Executive Engineer or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the Executive Engineer and his representative on the work site. The contractor shall supply to the Engineer the details of all supervisory and other staff employed by the contractor and notify changes when made, and satisfy the Engineer regarding the quality and sufficiency of the staff thus employed. The Engineer will have unquestionable right to ask for change in the quality and number of contractor's supervisor staff and to other removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer.

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

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

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9. SETTING OUT :

1) SETTING OUT FOR (BUILDING WORKS) :

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

The contractor shall provide, fix and be responsible for the maintenance of all stacks. Templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should be the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer in charge. The approval thereof or joining with the contractor by the Engineer in charge in setting out the work, shall not relieve the contractor of any of his responsibilities.

Before beginning the work, the contractor shall at his own cost provide all necessary reference and level for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Engineer in charge. No work shall be started until all these points are checked and approved by the Engineer in charge in writing but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the contractor.

On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.

(ii) RESPONSIBILITIES FOR LEVEL AND ALIGNMENT :-

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

10. LEVELLING INSTRUMENTS :-

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

11. AUTHORITIES OF THE ENGINEER-IN-CHARGE'S REPRESENTATIVE: -

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

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

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

12. CO - ORDINATION :-

When several agencies for different sub - works of the Project are to work simultaneously on the project site, there must be full co - ordination and co-operation between different contractor 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 in this behalf and make joint arrangements with the approval of the Engineer. No single contractor shall take or cause to be taken any steps or action that may cause disruption, discontent or disturbance to work, labour or arrangements etc. of other contractors in the Project localities. Any action by any contractor which the Engineer in his unquestioned discretion may consider

as infringement of the above code would be considered as a breach of the contract conditions and shall be dealt with as such.

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

13. ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC :-

The Engineer on a written request by the contractor will if in his opinion, the request is reasonable and in the interest of work and its progress, assist the contractor in securing the priorities for deliveries. transport permits for controlled materials etc. where such are needed.

The Government will not however be responsible for the non-availability of such facilities or delay in this behalf and no claims on account of such failure or delays shall be allowed by the Government.

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

14. QUARRIES:-

The contractor (s) shall have to arrange himself / themselves to procure the quarries. However necessary assistance will be rendered by the Department for procuring the quarries if required by the contractor.

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

The contractor shall carry out the works in the quarries in conformity with all rules and regulations already laid down or may Laid down from time to time by Govt. Any cost incurred by Government due to noncompliance of any rules or regulations or due to damages by the contractor shall be the responsibility of the Contractor.

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

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

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

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

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

quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown at the Contractor's cost.

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

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

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

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

15. COLLECTION OF MATERIALS :-

- (I) Where suitable and approved P.W. Department's quarries exist, the contractor or piece worker will be allowed if otherwise there is no objection to obtain the materials to the extent required for the work from the quarry. He will be however, liable to pay compensation, if any damage is caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour. The contractor shall pay necessary royalty in advance .

- (ii) Where no suitable P.W. Department's quarries exist or when the quantity of the material required cannot be obtained from P.W. Department quarry the contractor or piece-worker shall make his own arrangement to obtain the material from existing or a new quarry in Government waste land, private land or land belonging to other states or talukas, etc. After opening the quarry but before starting collection, the quarry shall be got approved by the Engineer-in - charge or his representatives. The contractor or piece workers shall pay all royalty charges compensation etc. No claims or responsibility on account of any obstructions caused to execution of the work by difficulties arising out of private owners of land, will be entertained.
- (iii) The rates in the tender includes all incidental charges such as opening of a new quarry, opening out a new portion in an existing quarry, removing top soil and the unsuitable material, dewatering a quarry, cost of blasting powder and fuse, lift, lead, repairs to existing cart tracks, making new cart tracks, control charges, Central / State Government or Municipal Taxes.
- (iv) The rates in the tender are for the delivery of approved material on road side, properly stacked at the places specified by Engineer - in - charge and are inclusive of conveyance charges in respect of the leads and lifts. No claims on account of changes in lead will be entertained.
- (v) No material shall be removed from the land within the road boundary or from the land touching it without the written permission of the Engineer - in - charge or his authorised agent. If any material is unauthorisedly obtained from such places, the contractor or piece worker shall have to make good the damages and pay such compensation, in addition as may be decided by the Executive Engineer and will have to stop further collection.
- (vi) Any material that falls on any P.W.D. Road from the cart etc. during conveyance shall be immediately picked up and removed by the contractor or piece worker, failing which it will be got removed departmentally at his cost. No heap shall be left prior to stacking even temporarily on the road surface or in any way so as to cause any obstruction or danger to the traffic. The contractor or the piece worker shall be liable to pay for any claims of compensation etc. arising out of any accident, etc. Any such material causing obstruction or danger etc. will be got removed departmentally at his cost and no claims for any loss or damage to the material, thus removed, will be entertained. The contractor shall also be responsible for the damage or accident etc.

arising out of any material that falls on the road or track, not in charge of the Department and shall attend to any complaints which may be received.

- (vii) The materials shall not be stacked in place where it is liable to be damaged or lost due to traffic passing over it, to be washed away by rain or flood, to be buried under the land slide etc. or to slip down on embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained .
- (viii) Before stacking, the materials shall be free from all earth rubbish, vegetable matter and other extraneous substance and in the case of metal, screened to gauge, if so directed. When ready, it shall be stacked entirely clear of the road way, on ground which has been cleaned of vegetation and leveled. On high banks, Ghat roads etc. where it may not be practicable to stack it entirely clear of the roadway, it may be stacked with the permission of the Engineer - in - charge on berms in such a way as to cause minimum danger and obstruction to the traffic or as may be directed by him.
- (ix) No deduction will be made for voids.

16. TEMPORARY QUARTERS AND SITE OFFICE :

- (I) The contractor shall at his own expenses maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangements, provide housing for them with all necessary arrangements including fire preventive measures etc. as directed by the Engineer - in - charge.
- (ii) The contractor shall provide, furnish, maintain and remove on completion of the work, a suitable office on the work site for the use of Executive Engineer's representative. The covered area exclusive of verandah should not be less than 37.17 sqm. It may have bamboo matting walls and asbestos or corrugated iron roof, paved floor should be 45 cm. above ground level. He should provide latrines, urinals and keep them clean daily. This will be supposed to be included in his rate.

17. TREASURE - TROVE :

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

18. PATENTED DEVICES MATERIALS AND PROCESSES :

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

19. EXPLOSIVES :

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

20.DAMAGE BY FLOODS OR ACCIDENTS :

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

21. POLICE PROTECTION :

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

22. SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL :

SUPERVISION :

The contractor shall either himself supervise the execution of the works or shall appoint the competent agent approved by the Engineer - in - charge the contractor has himself no

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sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expenses, employ as his accredited agent a qualified Engineer approve by the Engineer - in - charge.

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

INSPECTION :

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

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

23. INITIAL MEASUREMENTS FOR RECORD :

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

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of such measurements on the Government side will be signed by the Contractor and he will be entitled to have a true copy of the same made at his cost.

25. SAMPLES AND TESTING OF MATERIALS :

- (i) All materials to be used on work shall be got approved in advance from the Engineer - in - charge and shall pass the test and / or analysis required by him, which will be :-
 - (a) as specified in the specifications for the items concerned and/ or,
 - (b) Red book.
 - (c) as specified by the Indian Road Congress Standard Specification and code of practice for Road and Bridges or,
 - (d) As per I.S.I. Specifications (Whichever and wherever applicable) or
 - (e) As per ministry of surface transport specification for road and bridges /III rd edition Sec. 900 quality control for road works.
 - (f) such recongnised specifications acceptable to the Engineer - in - charge as equivalent thereto or in the absence of such authorised specifications.
 - (g) such requirements test and /or analysis as may be specified by the Engineer - in - charge in the order of procedure given above.
- (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 at such time and to such place or places may be directed by the Engineer and bear all charges and cost of testing . Such samples shall also be deposited with the Engineer - in - charge.
- (iii) The contractor shall as and when required submit at his cost the samples of materials to be tested or analysed and if , so directed, shall not make use of or incorporate in the work any materials to be reprinted by the samples until the required tests or analysis have been made and the materials, finally accepted by the Engineer - in - charge.
- (iv) The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of the materials.

- (v) The contractor or his authorized representative will be allowed to remain present in the departmental laboratory while testing samples furnished by him. However the results of all the tests carried out in the departmental laboratory in the presence or absence of the contractor or his authorized representative will be binding on the contractor.
- (vi) Cost of routine day-to-day quality control testing charges for tests required as per specifications will be borne by contractor by sending the sample to the concerned vigilance and quality control Laboratory.
- (vii) (a) The contractor shall have at his own cost set up laboratory to carry out the routine tests of materials which are to be used on the work. The tests will have to be carried out either in his field laboratory or in an approved laboratory. In case tests are carried out in field laboratory at least 50 % testing should be carried out at the nearest quality control laboratory of the Department.
- (vii) (b) when such field / site laboratory has been setup by the contractor, the same shall be checked & get approved from the executive Engineer in charge of the work .
- (vii) (c) On the work when the such field/site laboratory is setup 100% listing of material which are to be used on the work will have to be got tested form the vigilance and Quality Control Laboratory of the Department.

Special Condition

The Contractor shall have adhere to the frequency of testing of material which are to be used on the work as per the frequency chart appended as Annexure – “B”, (Page No. 120 to 125) the Quality Control test required on the materials are appended as Annexure A. (Page No. 116 & 119) The number of test to be conducted on materials which are to be used on the work indicated in the frequency chart are minimum required test. The Engineer in-charge may ask for more number of tests as and when required.

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

- (ix) In case of materials supplied by the Government, if the contractor demands certain testing, the charges thereof shall be paid by the contractor if the test results are satisfactory and by the department if the same are not satisfactory.
- (x) Testing shall be carried out at approved P. W. D. Government Laboratories or institutions as directed by the Engineer - in - charge and all testing charges shall be borne by the contractor.
- (XI) 15 % of the rate shall be withheld and shall be released only after the receipt of the satisfactory test results whenever specified excluding concrete items. "Routine test shall mean testing of aggregate for gradation, flakiness index., impact value and binder contents. "
- (xii) Mix design of concrete items where specified shall be brought by the contractor at his own cost, from Govt. laboratory. Also testing of high tensile steel is to be done by the contractor at his own cost.

25. CHANGE OF CEMENT CONTENTS ETC :

The tendered rates for any item, involving the use of cement shall apply to the quantity of cement specified for the mix for that item in the specifications. If for any reasons, except those required for compensating the deficiencies in the components, the cement content and properties are altered by the Engineer (Engineer - in - charge) at any time or from time to time the tendered rates for that particular item and quantity or quantities, shall be duly enhanced or reduced only to account for the addition or reduction in cost of the cement content from that laid down in the specification at the rates. Specified in D. S. R. of the district on which the estimate is based plus 10 % to cover all other incidental change whatever. Likewise if any additives compounds, water proofing materials etc. are ordered by the Engineer to be added to the mortar or concrete, no extra rate shall be payable for this change which shall be carried out as per directions of the Engineer - in - charge, provided cost of such additives etc. is borne by Government or these are supplied free of costs to contractor at site by the Government.

26. CEMENT CONCRETE :

a) The contractor shall carry out all preliminary tests to work out grading and proportioning of aggregates in order to obtain and maintain uniform quality of work. The contractor shall supply all materials, labour and testing cost for preparing and testing samples as required by the Engineer. Unless otherwise specified in the detailed itemwise specifications, 3 cubes 150 mm. x 150 mm. x 150mm.will be tested for every 15 cubic metre of concrete or per day whichever is higher.

The contractor shall make field arrangements for slump test, density and bulkage testing and also prepare concrete cubes 150 mm. x 150 mm. x 150 mm. for testing compressive strength, at his cost. The cubes shall be got tested at approved laboratory and the test results shall not fall below those prescribed in P.W.D. Hand Book (Table CV P.412) or as laid down in the specifications. The cost of such cubes and tests shall be entirely borne by the contractor.

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

The proportioning of aggregate shall be done by weight, if so ordered by the Engineer.

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

d) The form work used shall be made invariably of steel / with lining of steel or with plywood lining, wooden shutters may be allowed at the discretion of the Engineer e.g. lintels , small slabs and beams, copping etc.

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

f) The concrete shall be cured only by a sweet potable water for full 21 days after the time of its placement or as may be directed by Engineer-in-charge.

REINFORCED CONCRETE WORK :

a) The work included in this contract shall be carried out in addition to this specifications detailed herein, in accordance with specifications and regulations as laid down in the following standard specifications. Standard specifications published by Government of Maharashtra 1985 Edition:

I.S. 8112 :- 1989 - Specification for 43 grade ordinary Portland cement.

I.S. 383 :- 1976 - Specification for coarse and fine aggregate from natural courses for concrete.

I.S. 1786 - 1985 - Specifications for cold twisted bars.

I.S. 432 - 1982 - Specifications for mild steel and medium steel bars.

I.S. 456 - 2000 - Code of practice for plain and reinforced concrete,

Note – 1.- 43 grade ordinary Portland cement (Confirming I.S. 8112) shall be used for all RCC and other items where cement is used.

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

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

27. ADDITIONAL GENERAL SPECIFICATION FOR ORDINARY AND HIGH GRADE CONCRETE.

1. If the concrete strength falls below that specified for the items and if the use can be permitted under clauses 303.3.7 of the I.R.C. Bridge Code Section - III given below, the unit may be accepted at the discretion of the Superintending Engineer concerned as a substandard work at a suitable reduced rate. Reduced rate will be determined by the Executive Engineer concerned according to circumstances of the case and the concerned Superintending Engineer's approval to the reduced rate as mentioned above, is necessary.

“ Standard Specification and code of Practice for Road Bridges “ Section III Cement concrete 303.3.7 standard of acceptance.”

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

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

iii) The test specimen should be formed carefully and no claim shall be entertained later on, on the ground that the casting of the test specimen were faulty and that the results of the test specimen did not give correct indication of the actual quality of concrete.

iv) The minimum quantity of cement per one Cubic metre of M -15 grade and above concrete should be as per Standard Specification Book Specification B 7 - 4 on page 39 (1979 Edition).

V) Payment : (a) The payment of such concrete work will not be made till the strengths are ascertained.

(b) The payment of reinforcement of such affected items will not be made till the strengths of the concrete are ascertained.

vi) The centering to be used for execution of any concrete items shall be strictly in accordance with specifications for form work and steel Centering given on page 148 to 151 of this documents. No concreting shall be executed without prior approval to the centering from the Engineer-in-Charge.

28. MISCELLANEOUS :

Rate shall be inclusive of M-vat Tax, Turnover Tax, Octroi Duty, General Tax and other taxes etc.

Income Tax:-

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

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

In case it becomes necessary for the due fulfillment of contract for the Contractor to occupy land outside the Department limits , the Contractor will have to make his own arrangements with the land owners and to pay such rents if any are payable as mutually agreed between them.

The Department will afford the contractor all the reasonable assistance to enable him to obtain Government land for such purpose on usual terms and conditions as per rules of Government .

Contractor

NO. of Correction

Executive Engineer

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

Suitable separating Barricades and enclosures as directed shall be provided to separate material brought by contractor. and material issued by Government to contractor under schedule 'A' same applies for the material obtained from difference sources of supply .

It is presumed that the contractor has gone carefully through the standard specifications of P.W.D. Hand Books and M. O. S. T. specifications and the schedule of Rate of the Division and studied the site conditions before arriving at rates quoted by him.

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

The contractor shall at his own expenses engage watchmen for guarding the materials and plant & machinery and the work during day and night against any pilferage or damage and also for prohibiting trespassers.

9. The Contractor shall be responsible for making good the damages done to the existing property during construction by his men.
10. If it is found necessary from safety point of view to test any part of the structure , the test shall be carried out by the Contractor with the help of the Department at his own cost.
11. The contractor shall provide , maintain , furnish and remove on completion , temporary shed for office on work site for the use of Executive Engineer's representative.
12. Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be made for rectification.

13. In case in the Schedule 'B' the work has been divided into sections but notwithstanding this, every part of it shall be deemed supplementary to and complementary of every other part.
14. General directions or detailed description of work, materials and items coverage of rates given in the specification are not necessarily repeated in the Bill of Quantities / Itemwise specifications. Reference is, however, drawn to the appropriate section clause (s) of the General specifications in accordance with which the work is to be carried out.
15. In the absence of specific directions to the contrary , the rates and prices inserted in the items are to be considered as the full inclusive rate and prices for the finished work described thereunder and are to cover all labour , materials, wastage , temporary work, plant, overhead charges and profits , as well as the general liabilities , obligations and risks arising out of the General Conditions of contract.
16. The quantities set down against the item in the Schedule 'B' are only estimated quantities of each kind of work included in the Contract and are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded.
17. All measurements will be made in accordance with the methods indicated in the specification and read in the conjunction with the General Conditions of Contract .
18. The details shown on drawings and all other information pertaining to the work shall be treated as indicative and provisional only and are liable to variation as found necessary while preparing working drawing which will be supplied by the Government during execution. The Contractor shall not , on account of such variation be entitled to any increase over the ones quoted in the tender which are on quantity basis.
19. The recoveries if any from contractor will be effected as arrears of land revenue through the Collector of the District.

29. PROTECTION OF UNDERGROUND TELEPHONE CABLE AND AERIAL TELEPHONE WIRES AND POLES, TRANSMISSION TOWERS, ELECTRICAL CABLES, AND WATER SUPPLYING LINES.

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

Contractor

NO. of Correction

Executive Engineer

30. 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 potable water for use of labourers on work and in Camps.
- (b) The contractor shall construct trench or semi permanent latrines for the use of the Laborers. Separate latrines shall be provided for men and women.
- (c) The contractor shall build sufficient number of huts on a suitable plot of land for use of the Labors according to the following specifications.
 - (1) Huts of Bamboo's and Grass may be constructed.
 - (2) A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees, shall be chosen wherever it is available. The neighborhood of tank, jungle, grass or weeds should be particularly avoided , camps should not be established close to large cutting of earth work.
 - (3) The lines of huts shall have been open spaces of at least ten metres between rows. When a good natural site cannot be procured , particular attention should be given to the drainage.
 - (4) There should be no over crowding. Floor space at the rate of 2.78 sq. m. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
 - (5) The Contractor must find his own land and if he wants Government land , he should apply for it and pay assessment for it, if made available by Government .
 - (6) The contractor shall construct a sufficient number of bathing places, washing places should also be provided for the purpose of washing clothes.
 - (7) The contractor shall make sufficient arrangements for draining away the surface and sullage water as well as water from the bathing and washing places and shall dispose off this waste water in such a way as not to cause any nuisance.
- (d) The contractor shall engage a Medical Officer with a travelling dispensary for a Camp contains 500 or more persons if there is no Government or other private dispensary

situated within 8 Kilometers from the Camp . In case of emergency the contractor shall arrange at his cost for transport for quick medical help to his sick worker.

- (e) The contractor shall provide the necessary staff for effacing a satisfactory drainage system and cleanliness of the camp to the satisfaction of Engineer. At least one sweeper per 200 persons should be engaged.
- (f) The Assistant Director of Public Health shall be consulted before opening a labour camp and his instruction on matters such as water supply, sanitary conveniences , the camp site accommodation and food supply shall be followed by the Contractor.
- (g) The contractor shall make arrangements for all antimalaria -measures to be provided for the labour employed on the work. The antimalaria measure shall be provided as directed by the Assistant Director of Public Health.
- (h) Where workers are required to work near machine and are liable to meet with accidents they should not be allowed to wear loose cloth like Dhoti , Jhabba etc.

31. SAFETY MEASURES AND AMENITIES:

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

- (1) Providing protective foot - wear to workers, in situations like mixing and placing of mortar or concrete in quarries and places where the work is done under too much of wet conditions as also for movements over surfaces infected with oyster growth etc.
- (2) Providing protective head wear to workers, working in quarries etc. to protect them against accidental fall of materials from above.
- (3) Taking such normal precautions like providing hand rails at the edges of the floating platform of barges, not allowing nails or metal parts or useless timber to spread around etc.

- (4) Supporting workmen with proper belts, ropes etc. when working on any masts, cranes, crabs, hoist, dredgers etc.
- (5) Taking necessary steps towards training the workers concerned on the use of machinery before, they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists, and similar units are working.
- (6) Providing adequate number of boats (if at all required for plying in water) to prevent overloading and over – crowding.
- (7) Providing life belts to all men working at such situations, from where they may accidentally fall into the water, equipping the boats with adequate number of life belts etc.
- (8) Avoiding bare live - wires etc. as would electrocute workers.
- (9) Making all platforms, staging and temporary structures sufficiently strong so as not to cause inconvenience and risk to the workmen and supervisory staff.
- (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 accidents due to suffocation's, drawing and other injuries.
- (11) Take all necessary precautions with regard to use of divers.
- (12) Providing full length gum boots, leather hand gloves leather Jackets with fire proof apron to cover the chest and back reaching up to knees and protective goggles for the eyes to the labourers working with hot asphalt handling vibrator in cement concrete and also where use of any or all these items is beneficial in the interest of health and well being of the laborers in the opinion of the Engineer.
- (13) Suitable scaffolds shall be provided for workmen for all works that can not safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying the materials as well as suitable foot holds and hand holds shall be provided on the ladder and ladder shall be given an inclination not steeper than 1: 4 . (1 horizontal and 4 vertical).
- (14) Scaffolding or staging more than 3.25 metres above the ground or floors, swing or suspended from an overhead support or erected with stationery supports shall have a guard rail properly attached, bolted, braced and otherwise assured at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire

length of the outside and ends thereof with only such openings as may be necessary for delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

- (15) Working platform, gangways and stairways shall be so constructed that they do not sag unduly or are more than 3.25 metres above ground level or floor level. It shall be closely boarded, have adequate width and be suitably fenced as described in 14 above.
- (16) Every opening in floor of the building or in a working platform shall be provided with suitable protection to prevent fall of person or materials by providing suitable fencing or railing with minimum height of 1 metre.
- (17) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length, width between side rails in hung ladder shall in no case may be less than 30 cms. for ladders upto and including 3 metres in length. For longer ladders, this width shall be increased at least 6 mm. for each additional 30 cms. of length. Uniform step spacing shall not exceed 30 cms.
- (18) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and light to protect public from accident and proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, to be paid to compromise any claim by any such person.
- (19) All necessary personal safety equipment as considered adequate by the Engineer - in - charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphaltic materials, cement or lime mortars concrete shall be provided with protective footwear and protective goggles.
 - b) Those engaged in handling any materials, which is injurious to eyes shall be provided with protective goggles.

- c) Those engaged in welding works shall be provided with welder's protective eye shields.
- d) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes which are in use, the contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
- f) the contractor shall not employ, men below the age of 18 years and the women on the work of painting with products containing lead in any form . Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions shall be taken.
 - i) No paint containing lead or lead product shall be used except in the form of paste or ready made paint.
 - ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint, dry rubbed and scrapped.
 - iii) Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to have wash during and on cessation of work.
- g) When work is done near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

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

- a) i) These shall be of good mechanical construction, round materials and adequate strength and free from patent defects and shall be kept in good working order.
- ii) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and of adequate strength and free from patent defects.

- b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in - charge of any hoisting machine including any scaffolding.
- c) In case of every hoisting machine and of every chain, ring, hook, shackle and pulley block used in hoisting or lowering or means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be clearly marked with safe working load.

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

- d) In case of departmental machines safe working load shall be notified by the Engineer - in - charge . As regards contractor's machines, contractor shall notify safe working load of each machine to the Engineer - in - charge whenever, he brings it to site of work and get it verified by the Engineer – in-charge.

Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with such means as will reduce the minimum risk to the accidental descent of load. Adequate precautions shall be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced, when workers are employed. On electrical installations which are already energised insulating wearing materials approved such as gloves, sleeves and coats as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys and other materials which are good conductor of electricity.

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

- e) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety code shall be named therein by the contractor.
- i) To ensure the effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to inspection by the Engineer - in - charge or his representative and the inspecting officers.

Contractor

NO. of Correction

Executive Engineer

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

Notwithstanding the above conditions the contractor is not 18,000.00 from the operation of any other Act or rules in force.

32. EXCAVATION AND TRENCHING:

All trenches, 1.5 metres or more in depth, shall at all times be supplied with at least one ladder for each 30 metres in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 metre above surface of the ground, side of trench which is 1.5 metre or more in depth shall be stepped back to give suitable slope, or security held by timber bracing, so as to avoid the danger of side collapsing. Excavated materials shall not be placed within 1.3 metres of edge of trench or half of depth of trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

33. DEMOLITION :

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

- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by operator shall remain electrically charged.
- c) All practical steps, shall be taken to prevent danger to persons employed, from risk or fire or explosion or hooding . No floor, roof or other part of a building shall be so overloaded with debris of materials as to render it unsafe.

34. SCOPE OF RATES FOR DIFFERENT ITEMS OF WORKS :-

For item rate contract, the contract unit rates for deferent items of work shall be paid in full for completing the work to the requirements of specification including full compensation for all the operation detailed in the relevant sections of these specification under "Rates." In the absence of any direction to the contrary, the rates are to be considered as the full inclusive rate for finished work covering all labours, material wastage, temporary work, plant, equipment. over head charges and profit as well as the general liabilities, obligations and risks arising out of the General Conditions of Contract.

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

I) General works such as setting out clearance of site before setting out and clearance of works after completion.

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

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

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

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

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

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

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

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

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

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

xii) All temporary works and false work.

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

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

35. PAYMENTS:

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

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

a) RUNNING BILLS :-

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

b) Final Bill :-

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

36. CLAIMS: -

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

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

37. PRIORITIES OF WORKS TO BE EXECUTED :-

Priorities for items to be executed shall be determined periodically keeping in view the final time limit allowed for the work and all the time schedule fixed for intermediate stages of work.

38. WAGES ACT :-

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

39. DISPUTE AND ARBITRATION :-

No Arbitration is allowed.

40. ELECTRIC POWER :-

Arrangement for obtaining Electric Power connection will have to be made by the contractor at his own cost.

41. PRELIMINARY ARRANGEMENTS: -

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

The contractor shall at his own expenses, engage watchmen for guarding the materials and plant and machinery and the work during day and night against any pilferage, damages and

also for prohibiting trespassers or damage to them. The contractor shall have to make his own arrangements for water required for any purposes on the work.

The contractor after completion of work shall have to clean the site of all debris and remove all unused materials other than those supplied by the Department and all plant and machinery, equipment, tools etc. belonging to him within one month from the date of completion of the work, or otherwise the same shall be removed by the Department at his cost and the contractor shall not be entitled for payment of any compensation for the same.

42. ACCIDENT :-

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

43. PLANT :-

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

44. PUBLIC UTILITIES: -

Public Utility service like HT Lines telephone lines, etc. which are visible at site should be taken notice of by the contractors while planning their works. It shall be the contractor's responsibility to inspect such services prior to the commencement of any work.

While executing the works, the contractors should take care to see that these services are not disturbed or damaged during the execution.

The Government will not be held liable or responsible for any delay in completion of the job under this contract which may occur due to any damage occurred to such services in consequence of the contractor's operations or delayed completion of the execution of the same.

45. DRAWINGS :-

A) Contract Drawings :-

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

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

B) Completion Drawings :-

The contractor shall submit to the Engineer within 2 (two) months of actual completion “ Completion drawings “ as specified below and operation and maintain instructions for the whole of the work.

These drawings shall be accurate and correct in all respect and shall be shown to and approved by the Engineer earlier. For “ Completion drawings” 2 (two) prints and one polyester film of quality approved by the Engineer or his representative shall be supplied.

46. HANDING OVER OF WORK

All the work and materials before finally over by government. will be the entire liability of the contractor for guarding ,maintaining and making good any damages of any magnitude. Interim payments made for such work will not alter this position. The handing over by the contractor and taking over by the Executive Engineer or his authorised representative will be always in writing, copies of which will go to the Executive Engineer or his authoeised representative and the contractor. It is , however, understood that before taking over such work , Government will not put it into regular use as distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract or as mutually agreed to .

47. RELATION WITH PUBLIC AUTHORITIES:-

The contractor shall comply with all rules, regulations. byelaws AND directions given form time to time. by any local or public authority in connection with this work and shall himself pay fees or charges which are livable on him with out extra cost it the Department.

48. DOCUMENTATION:-

If so ordered by the Engineer in charge, the contractor will prepare drawings of the work as constructed and will supply original and three copies to the Engineer who will verify and

Contractor

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certify these, drawings Final as contracted drawing shall then be prepare by the contractor and supplied in triplicate to the Engineer for record and reference purposes at the contractor's cost

49. CLAUSES IN THE CONDITIONS OF CONTRACT:-

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

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

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

50. INSPECTION OF OPERATIONS :

The Engineer and any person authorised by him shall at all times have access to the works and to all work shops and places. (including required documents) where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or obtaining the right to such access.

51. WATER SUPPLY:

Availability of adequate water for works and sources thereof shall confirmed by the contractor before submitting the tender.

The contractor shall make his own arrangement at his own cost for entering into contact with concerned authorities for obtaining the connection and carry the water upto the work site as required by him. The location of the pipe line with respect to the road shall be decided by Engineer – in – charge and shall be binding on the contractor.

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

The contractor shall have to supply water required by the Department for its establishment at work site. The water consumed by the Department will be metered For providing the meter permission if necessary will be arranged by the Department charges for the water consumed by the Department will be paid to the contractor at the rates of 125 % of the recurring costs

or actually charged to him by concerned authorities and no other charges would be payable by the Department.

52. COMPLETION CERTIFICATE:

- (I) The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing to that effect. No approval of material or workmanship or approval of part of work during the progress of execution shall bind the Engineer – in charge or in any way prevent him from even rejecting the work which is claimed to be complete and to suspend the issue of his certificate of completion until such alteration and modifications or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to this satisfaction.
- (II) 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 any defects which in the opinion of the Engineer in charge are rectifiable he shall inform the contractor the defects notice. 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.
- (III) In case defects notice by the Engineer – in – Charge which in this 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 reduction in payment is being by him.
- (IV) The issue of completion certificate shall not be linked up with the site clearance on completion of the work.
- (V) Should regular public traffic be allowed on the bridge at any stage prior to its being takenover, then the maintenance period shall be deemed to commence from the date of such traffic passing over the bridge & 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.

53. ANCILLARY WORK :-

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

54. REJECTION OF MATERIALS NOT CONFORMING TO SPECIFICATION :

Any stock or batch of material(s) of which Sample(s) dose not conform to the prescribed test and quality, shall be rejected by the Engineer-In-Charge or his representative and such materials shall be removed from site by the contractor at his own cost. Such rejected materials shall not be made acceptable by any modifications.

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

55. SUPPLY OF COLOURED RECORD PHOTOGRAPHS AND ALBUMS.

The contractor shall arrange to take dated post card size coloured photographs at the rate of 10 photographs per 100 Square meter of building kilometer at various stages / facts of the work including interesting and novel features of the work as desired by the Engineer-in-charge and supply them in five copies each in separate albums of appropriate size. While submitting every Running account bill for payment of his work done.

He shall also arrange for the video Filming of important activities of the work during the currency of the contract and edit it to a video film of 60 to 180 minutes playing time.

It shall contain narration of the various activities in English / Marathi by a competent narrator. The cassette shall be of acceptable quality and the film shall be capable of producing colour pictures. This shall be considered as incidental to the work and no additional payment whatsoever will be made for the same.

56. **ADDITIONAL GENERAL CONDITION ABOUT INSURANCE:-**

Contractor shall take out necessary insurance Policy / Policies (viz. Contractors All Risks Insurance Policy, Erection All Risks insurance policy etc. as decided by the Director of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the “ Directorate of Insurance, Maharashtra State, Mumbai” only. Its postal address for correspondence is “ 264 MHADA, Firest Floor. Opp. Kalanagar, Bandara (E) Mumbai – 400 051 ” Telephone Nos. 26590403 / 26590690 and Fax No. 26592461 / 26590403 similarly all workmen’s appointed to complete the contract work are required to insure under workmen’s compensation Insurance Policy, Insurance Policy / Policies taken out from any other company will not be accepted. If any contractor has effected insurance with any Insurance Company, the same will not be accepted and the amount of premium calculated by the Government Insurance Fund, Maharashtra State. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurances.

57. **Building & other construction workers welfare cess**

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

58. Contractor should submit Royalty Clearance Certificate obtained from concerned Revenue Authority along with each bill. If the certificate from Revenue Authority is not submitted, amount of Royalty will be recovered from contractor’s bill in hand.

59. **ADDITIONAL CONDITION ABOUT AVAILABILITY OF FUNDS.**

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

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

ADDITIONAL CONDITION

Additional D.D./ F.D.R./ Bank Guarantee As Performance Security for the Performance of work Tendered below percentage

In case of contractors bid lower than estimated amount put to tender, following procedure shall be adopted. Contractor should submit the scanned copy of D.D./ F.D.R./ Bank Guarantee in envelope 2 amounting to rupees as given below, drawn from any Nationalised or Scheduled Bank, in favour of Executive Engineer, Public Works (Tribal) Division, Thane payable at Thane. The validity of D.D./ F.D.R. should be for 3 months from the last date of submission of tender. The MICR and IFC Code of the issuing bank should be printed on the D.D./ F.D.R. Non submission of the scanned copy of D.D./ F.D.R./ Bank Guarantee as stated above (in case of contractors offer is below than estimated amount put to tender) contractors offer shall not be considered and shall be summarily rejected.

Details of Amount of Performance Security shall be as below :

- 1) For bids, if the tender offer quoted upto 10% below the estimated cost put to tender, then performance security should be 1% of estimated amounts put to tender.
- 2) For bids, wherein the tender offer quoted more than 10% below the estimated cost put to tender, then performance security should be 1% plus the percentage by which tender offer is more than 10% below, of estimated amount put to tender. (e.g. If the quoted offer is 14% below the estimated cost put to tender then the performance security should be 1% plus 4% (i.e. 14% - 10%) = total of 5% of estimated cost put to tender. (as per GR No. BDG 2016/ CASE No. 2 / BLDG-2 Dated 12.02.2016) (GR Attached Separately)

The Original D.D./ F.D.R./ Bank Guarantee in sealed envelope with the Name of Work and Tender No. written on it should be submitted to the Executive Engineer, Public Works (Tribal) Division, Thane within 5 working days from the date of submission of tender. In case of submission of false documents/ D.D./ F.D.R./ Bank Guarantee, action shall be taken against the contractor as stipulated in above mentioned GR.

ADDITIONAL CONDITIONS

Contractor shall submit a Certificate to the effect that “All the Payments to the Labour / Staff are made in bank accounts to 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.

SUBMISSION OF MONTHLY BILL IN ELECTRONIC FORM

1. As per clause 10 of this B-1 contract, it is responsibility of the contractor to submit the bill monthly to the Engineer in charge.
2. To discharge this responsibility the contractor shall submit the bill in Electronic form.
3. In doing so he shall use e-copy of Tender Paper.
4. In support of the bills, required measurements, drawings, quality control reports (field lab and VQCC lab as per clause 24 of Additional General Condition), site supervision data (SCADA) shall be submitted in electronic form, the data so submitted shall have a facility to Tightly integrate it with the contract conditions, provisions in the Maharashtra Public Works manual, Maharashtra Public Works Account Code (updated to date of submission of this tender) and current general engineering practices (issued though various Govt. resolutions, govt. circulars, Chief Engineer's Circulars etc. issued upto date of submission of this tender) followed in Public Works Department.
5. The submission of e-bill shall be in the web based format.
6. The offer of Contractor shall be inclusive of all. He shall not be paid separately, his offer shall be inclusive of all cost required for submitting bill in e-format mentioned in this para and also.
 - a) The cost of procuring, establishing, running, operating and maintaining web based system for submission and approval of bill, with all instrumentation/ automation/ services required to submit/ approve / store in PWD data base.
 - b) Web connectivity to all locations where bill and its relevant documents required for the bill is being acquired/ prepared, transmitted, processed, stored and retrieved with minimum speed of 2 MBPS and 100% availability (including SCADA). 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. The contractor shall put his request to Engineer in charge to get access to the PWD e-governance web application.
 - c) 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 charges.
 - d) Arrangement for security of all bill and its relevant documents, disaster recovery arrangements shall be as per prevailing 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.
 - e) Calibration of all accessories/ attachment related to bill shall be as per the specification.
 - f) Web based application to monitor the schedule of Callibration of all related attachment / accessories related bill and its relevant documents. 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 measurement.
 - g) Submission of printed and authenticated reports to the Engineer in charge as and when required.
 - h) Point (a) to (g) above shall be arranged and maintained during contract period and defect liability period. Cost includes rectification, fine tuning, corrections, additions and alterations to the system to the satisfaction of Engineer in charge.
 - j) All data generated as per this special condition of contract shall be the property of PWD.

Additional Specification/ Condition

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ADDITIONAL SPECIFICATION/ CONDITION

- 1) If during the execution of work, shut down form M.S.E.D.C.L.. side is necessary . In that case it is solely responsibility of agency to take necessary shut down with permission of local MSEDCL authority.
- 2) The agency will have to use necessary T&P while execution of work at his own cost.
- 3) After completion of work, the Agency shall have to carry necessary IR test and earth test with calibrated meggar & earth tester and the test report of same shall be submitted.
- 4) The agency shall have to arrange the approval & inspection of E.I. from Electrical Inspector and accordingly N.O.C. shall be obtained however the necessary inspection fee will be borne by Department. Also necessary testing charges of M.S.E.D.C.L. shall be paid by the agency.
- 5) The work insurance and insurance of worker Labour insurance shall be done by agency under the insurance act of his own cost.
- 6) The complete responsibility of safety of worker during the execution of work is solely of agency. The agency will have to follow all the safety rules during the execution of work. If any accident occurred during the execution of work, the responsibility of compensation will be of agency. In any case, this Department will not be responsible for any compensation.
- 7) Any fees/charges/taxes or penalties towards payment of Government/Semi-Government /Local /Private bodies arising during the execution of the work is to be borne by the agency. No compensation or refunds will be paid for this.
- 8) Necessary approval for the material procurement shall be obtained by the contractor from the authority before starting the work.
- 9) The actual layout drawing shall be got approved by the contractor from the concern Electrical Inspector before starting the work.
- 10) The permission for charging the installation shall be obtained by the contractor from the concern Electrical Inspector after completion of the work.
- 11) The dismantled materials i.e. brackets clamps, insulators, stay sets, A.B.switch, Lightning Arrestors, G.I. Wire & ACSR conductors RSJ poles shall be handed over to the concerned MSEDCL Engineer and copy of receipt of handing over shall be submitted.
- 12) The Hot Pot Test of 11 KV Cable, Shall be arranged by the Agency of Site after laying the cable in the premises of the Concerned Engineer of the Department. The cost will be borne by the Agency.

ADDITIONAL INSTRUCTIONS TO TENDERER

1. Contractor will be responsible for obtaining Electrical supply including Installation of Electric Meters from MSEDCLtd. & obtaining NOC from Electrical Inspector of Govt. of Maharashtra.
2. Successful tenderer shall do liasioning with MSEDCL wherever required & Charges for the same shall be paid from 1.3% supervision charges, Meter charges etc if required. He will be reimbursed at actual only after producing receipts for the same.
3. The wiring & other Electrical works shall conformed to the Indian Electricity Rules the material used for Electrical works shall comply with their standards laid down in the behalf by the bureau of Indian standard or approved materials approved by PWD (Electrical)
4. The contractor shall obtained necessary approval to the drawings & the method of Construction as per the Indian Electricity Rules for all High Tension Electrical Installation works & Diesel Generator sets form the Electrical Inspector and shall pay Prescribed Inspection fees.
5. The contractor shall also arrange to receive Electrical Service Connections & meters from the MSEDCLtd by paying necessary charges as per the supplier's conditions. The payment towards permanent service connection charges made by the contractor or reimbursable on production of the necessary documentary evidence of payment to MSEDCLtd.
6. All electrical work shall be carried out under the direction of the Executive Engineer (Tribal), PWD, Thane
7. All Civil Engineering Works such as, foundation of various motors, Compressors, Switchgears, Panels, and making the finishing of the poles & recess in the walls/ ceiling for ducting pipeline, Plumbing etc. necessary for completion of Electrical work shall be carried out by the contractor in an approved manner.
8. The Sample from material installed at site shall be sent for testing to Govt. Laboratory by the the Engineer-in-charge. In case of unsatisfactory test reports the all Faulty material shall be replaced by the contractor at No extra cost and necessary charges shall be borne by the contractor in case of unsatisfactory reports. The decision shall be taken by the Engineer-in-charge shall be final. Replaced material duly tested at his own cost.
9. Contractor should give the warrantee of LED Fittings for performance of Lamps and failure during warranty period and shall repair or replace without additional cost upto the satisfaction of Site Engineer. In failure of this, the penalty will be levied Rs.100/- per lamp per month maximum upto 1/6th cost of Lamps. (where if applicable)
- 10) The Contractor shall submit the Photographs of site work before /during execution /completion of work to concerned Deputy Engineer. The Photographs shall show the clear picture of material Cable, Laying, Construction of Plinth, Wiring, installation of Switchgears etc without the Photograph bills will not be paid.

- 11) The contractor / Licensed Agency will be responsible to submit Form “A & B” & Drawings / Plan Approval (As per Maharashtra Fire Service Act, 2006 & Rules made under the Act after completion of work and submit to “The Authorized Local Fire Service Officer” or nominated Officer by The Director , Maharashtra Fire Services, under “Prevention & Life Safety Measures Act, 2006.” Contractor will not be paid bill unless he submits Form “A & B” & Plan Approval as mentioned above. For Two Years, after completion of One year compulsory warranty period. Contractor shall be responsible to obtain Fire NOC for every Six Month, from Local Fire Service Officer or Nominated Officer by Director, Maharashtra Fire Prevention & Life Safety Measures Act, 2006.

List of Preferred Electrical Material

NAME OF WORK : **Lift work of Administration Building of Tribal Research and Training Institute, Pune**

Sr. No.	Item/ Category of Electrical Material	Make/ Brand Name
1	Switches, Socket, Ceiling. Rose, Fan Regulators, Holder and accessories	Anchor-Roma, Schneider, Legrand, Siemens, Hagger, Havells, L&T, Indoasian, C&S
2	Modular Switches, and accessories	Anchor-Roma, Schneider, Legrand, Siemens, Hagger, L&T, Indoasian, C&S
3	Wires	Finolex, L&T, Havells, KEI, Polycab
4	A.C/D.C.Cables	KEI, Finolex , Havells, CCI, RR Kables, Polycab
5	PVC Pipes and accessories	Precision, Asian, Diamond, Superplast, Pressfit
6	PVC Casing Caping	Precision, Asian, Superplast, Pressfit
7	H.G.Conduit	GB, NIC
8	Water Heater	Bajaj, Recold, Crompton
9	Switchgears (Conventional)	Siemens, L&T, Schneider, ABB, Legrand , Havells, C&S
10	MCB, MCB DB, MCCB, ACB	Siemens, L&T, Schneider, ABB, Legrand, Havells, C&S
11	RCCB	Seimens, L&T, Schneider, ABB, Legrand, Havells, C&S
12	Floor Mounting MCCB Panels	L&T, Havells, Standard , ABB, C&S
13	Indoor/Outdoor Fitting (Including LED Fittings)	Osram, Philips, Wipro, Havells, Crompton, Jaquar, Bajaj
14	Ceiling Fans	Havells, Bajaj, Orient, Crompton, Usha
15	Ventilating/Exhaust Fans	Orient, Crompton, Almonard, Usha
16	Pumps	Kirloskar, Crompton, CRI
17	Generators	Greaves Power, Kirloskar, Cummins, Catarpillar-CAT, Cooper
18	Transformer	Crompton, Pattson, Pactil, Kirloskar, Trans-Delta, Highrise
19	Octagonal/Conical/Highmast Poles	Bajaj, Transrail, Volmont, Crompton
20	APFC Panel	L&T, Siemens, Shreem
21	DWC Pipe	Rex, Telrex
22	G.I. Pipe	Prakash, Surya, Zenith
23	Cat 6 Cable	Legrand, D-link, Schneider
24	CCTV Camera / NVR	Honeywell, Dahua, Hikvision, Panasonic,Samsung
25	Lifts	Thyssun Krupp, Kone, OTIS, Schindler, Mitsubishi
26	System Integrater Solar System	1) Business Algorithms P.Ltd Nagpur, 2) Green LifeSolutions P.Ltd. Nagpur, 3) ECE India Energies P. Ltd.
27	Solar Modules	Warree, Nova, Ikon
28	Invertors	Kaco, SMA, Thea, Delta
29	GI Work/ Structure	As per MNRE
30	Solar Water Heater	Sudarshan Solution, Green Life, Recold
31	AC Units	Diakin, Mitsubishi, O'General, Panasonic
32	Fresh Air System	Symphony, Kerulai, Impco

List of Preferred Electrical Material for Fire System

NAME OF WORK : **Lift work of Administration Building of Tribal Research and Training Institute, Pune**

Sr. No.	Category of Electrical Material	Make/Brand Name
1	Fire Fighting sprinkler main Pump, Stand by Pump, Jockey pump	Kirloskar/Lubi/M&P/CRI
2	M.S.c. Class Pipes (IS:1239)	Jindal/Prakash Surya/TATA
3	Standard G.I. Fittings	ISI Marks
4	MS/GI forged Steel Fittings	ISI Marks
5	Paints	Asian Paints/Berger/Shalimar
6	Double /Single Headed Landing Valve	Kartar/Firesnield/Newage/Shah Bhogilal
7	Fire Hose	New Age /Kartar/FIRE SHIELD
8	First Aid Hose Reel (LPCB Approved)	Kartar/Newage/ShahBhogilal/FIRE SHIELD
9	Branch pipe	Kartar /Newage/ FIRE SHIELD
10	Fireman Axe	Kartar /Newage/ FIRE SHIELD
11	Instalation Control Valve	Kartar /Newage/ FIRE SHIELD
12	Sprinkler Heads	Kartar /HD/ FIRE SHIELD
13	Fire Extinguishers	Kanex/ FIRE SHIELD/Minimax
14	Water Flow Switch/Detector	Honeywell/Apollo/Tyco
15	Wrapping Coating	Supreme/BTP/Shalimar
16	Pipe Clamp & Supports	Hitech/Chilly
17	GM/Forged Brass Valves	Kartar /Leader/ FIRE SHIELD
18	Sluice Valves	Kartar /IVC/Kirloskar
19	Butterfly Valve	Kartar /Zoloto/IVC/
20	Check Valve	Kartar /Zoloto/IVC/
21	Check Valve- Dual Plate	Kartar /Zoloto/IVC/
22	Pressure Reducing Valve (Listed)	HD/Kartar /Tyco
23	Air Release Valve	Newage/Kartar / FIRE SHIELD
24	Ball Float Valve	Normax /Sheetal/Kirloskar
25	Y Strainer	Sheetal/Zoloto/IVC
26	Anti Vibration Mounting & Flexible	Dunlop
27	Pressure Guage	H /Guru/Syntific/Wagree
28	MCC Panel	L&T/Siemens/Havells
29	Cable	Polycab/KEI/Finolox
30	Fire Alarm Panel	Honewell/Spencer/Apollo/Simplex
31	Beam Detector	Honewell/System Sensor/Apollo/ Edward/ Simplex
32	Optical Smoke Detector	Honewell/Spencer/Apollo/Simplex
33	Hooter	Spencer/Honeywell/Siemens
34	Manual Call Point	Spencer/Honeywell/Siemens
35	Response Indicator	Spencer/Honeywell/Siemens
36	LED type Signages	Prolight /Maxglow/Autoglow
37	Sprinkler Hose	Agelflex /Kartar/FIRE SHIELD/Tyco/ Agni
38	Alarm Valve	HD/Kartar/Tyco
39	Heat Detector	Honeywell/Siemens/Apollo
40	Modules	Honeywell/Siemens/Apollo
41	Hose Cabinet	CRC Standard Fabricated

Note :-

- 1) All the above material to be used on the work shall have the valid I. S. License or valid approval from the P.W.D. (Electrical)
- 2) List of materials/equipments to be used on the work will have to be got approved from the Executive Engineer P.W.D. (Electrical) before procurement of the same.
- 3) Samples of material during the execution of work will be collected and sent to testing if the testing results of material found unsatisfactory in that case the agency will have to replace the material free of cost.

Name of work:-

LIFT WORK OF ADMINISTRATIVE BUILDING OF TRIBAL RESEARCH AND TRAINING INSTITUTE, PUNE.

SCHEDULE "B & C"

Quantity	Item of work	ESTIMATED RATE		UNIT	Amount
		IN FIGURE	IN WORDS		
1	2	3	4		5
1.00 job	<p>Item No.1:- SITC of Capsul Passenger Lift with <input type="checkbox"/> Rated capacity :- 6 Passenger [MRL Automatic Capsule] <input type="checkbox"/> Floors :- G+3 floor (4 Stops/4 Openings) <input type="checkbox"/> Capacity :- Weight: 408 Kgs, Speed: 0.70 m/sec. , Rise: 12 Mtrs <input type="checkbox"/> Location of Lift Machine:- MRL Automatic Capsule <input type="checkbox"/> Operation & Control :- Simplex Down Collective Electronic. With V3F Drive., Signals:- Up-down direction indicators, position indicator (PI) in car and all floors, Battery operated emergency alarm bell and Voice Announcing , Shaft Size: 1800mm. wide X 1800mm. depth., Car Size:- 1000mm X 1000mm S.S. Cabin (Glass Capsule) with blower, LED spot Light., Clear entrance: 800mm , Car/Landing Doors:- S.S. Center Opening Auto Glass Door / S.S. Center Opening Auto Glass Doors., Electrical Main:- 415 Volts three phase, 50 Hz AC., Auxilliary supply system:- 230 volts, single phase, 50 Hz AC., including Overhead Size 4800mm. / 1500mm. etc. complete. CAR FRAME, SAFETY AND GOVERNOR: Structural Steel Car Frame to support the car platform and enclosure shall be provided with suitable gear fixed, underneath the frame. The safety, which is actuated by a speed governor, automatically and compulsorily, brings the car to an immediate stop by clutching the car mechanically between the guide rails in case the car speed exceeds a predetermined limit in downward direction. A safety switch is provided to cut off the control circuit and apply the brake as soon as safety is actuated. The lift car interior design shall be done as per the directions of engineer in charge. Use of toughened glass, fire retardant glass. Complied to related IS or standard code. COP with SS face plate having metallic push buttons with Braille code & luminous indicator around button with FPI, scrolling UP/DN LED indicator & with / without attendant key switch, OWD with audio-visual alarm, VAS in Marathi, Hindi & English with intercom system with telephone instrument in Lift car, LMR & FCC/ground floor. LOP with SS face plate having recess/surface push button box for all landings with scrolling UP/DN LED indicator having metallic push buttons with Braille code & luminous indicator around button with CPI, Lift car arrival & next travel direction audio-visual indication at all landings.</p>	1698265.00	Rupees sixteen lakhs ninety-eight thousand two hundred sixty-five and paise nil only	job	1698265.00

80.05 RMT	Lift controller based on microprocessor/ PLC with VVVF Drive having closed loop control system, with IBMS compatible having necessary port. The controller shall have necessary protections such as overcurrent, overvoltage, over speed, overheat for all devices including lift motor and travel direction protection, protection for phase loss at input or output etc. various operation modes such as maintenance, change direction by attendant, full load bypass, VIP call operation, self levelling operation, call cancel facility, auto return to home landing, fireman evacuation operation, earthquake operation, door open/close operation from COP etc. The system can record information for minimum 30 latest faults, with real-time clock management and handheld keypad with LCD screen for view and setting of parameters. The control panel duly wired with proper size & strength, copper wire for power & control circuit, with provision for addition of floor/control card & allied accessories control panel having enclosure of 1.5mm CRCA sheet with powder coating with IP54 Protection class.	396.00			
126.00 RMT	Item No.2:- Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 4 core 6 sq. mm. copper conductor complete erected with glands & lugs, on wall/ trusses/ pole or laid in provided trench/ pipe as per specification no. CB-LT/CU	396.00	Rupees three hundred ninety-six and paise nil only	RMT	31699.80
1.00 Each	Item No.3:- Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 2 core 2.5 sq. mm. copper conductor complete erected with glands & lugs, on wall/ trusses/ pole or laid in provided trench/ pipe as per specification no. CB-LT/CU	144.00	Rupees one hundred forty-four and paise nil only	RMT	18144.00
10.00 Each	Item No 4 :- Supplying, erecting & marking DPMCB 6A to 32A, C-series with rated short -circuit breaking capacity (Icn) 10kA in provided distribution board as per specification no. SW-SWR/MCB	535.00	Rupees five hundred thirty-five and paise nil only	Each	535.00
10.00 Each	Item No 5 :- Supplying and erecting modular type switch 6A / 10A duly erected on provided plate and box with wiring connections complete.	72.00	Rupees seventy-two and paise nil only	Each	720.00

5.00 Each	Item No.6:- Supplying and erecting modular type 3 pin 6A multi socket with safety shutter, duly erected on provided plate and box with wiring connections	112.00	Rupees one hundred twelve and paise nil only	Each	560.00
5.00 each	Item No.7:- Supplying and erecting PVC Surface modular switch box with double mounting plate for 4 module duly erected.	172.00	Rupees one hundred seventy-two and paise nil only	each	859.97
5.000 each	Item No.8:- Supplying and erecting bulk head LED fitting max. 10W with high transitivity diffuser with system lumens output of min. 1100 lumens, min. efficacy of 110 lumen/W, CRI>80, CCT upto 6500K, Beam Angle of 120 deg, THD<10%, p.f. >0.95, operating range of 140-260V, in built surge protection of 2.5 kV, Life class of 50,000 Hrs. at L70B50, including driver, IP66, IK09 rated on provided PVC Block / wooden board with 3 years warranty.	1416.00	Rupees one thousand four hundred sixteen and paise nil only	each	7080.00
6.00 each	Item No.9:- Supplying and erecting Ceiling rose / Batten holder / Slanting holder /hanging cord switch / hanging bell push / pendant holder bakelite base 6A. erected on filled polypropylene board or polished double wooden block/PVC junction box.	39.00	Rupees thirty-nine and paise nil only	each	234.00
2.00 each	Item No.10:- Supplying, installation and testing of maintenance free earthing comprising of Electrode of 17.2 mm diameter Low Carbon Steel with 250 micron molecular copper bonded earthing rod of Length 3m along with 25 kg Carbon based environment friendly back fill ground enhancing compound required to fill up the excavated earth with required quantity complete, and recording the results. Specification no. EA-MOBI	13805.00	Rupees thirteen thousand eight hundred five and paise nil only	each	27610.00
1.00 nos	Item No.11:- Providing, erecting & commissioning 4 pole RCCB 63A, with added immunity to avoid DC pulse tripping with 30/100/300 mA sensitivity complete as per specification no. SW-RCCB/RCCB	6056.00	Rupees six thousand fifty-six and paise nil only	nos	6056.00

1.00 nos	Item No.12:- Providing, erecting & commissioning 4 pole RCCB 63A, with added immunity to avoid DC pulse tripping with 30/100/300 mA sensitivity complete as per specification no. SW-RCCB/RCCB	6056.00	Rupees six thousand fifty-six and paise nil only	nos	6056.00
3.00 each	Item No.13:- Supplying & erecting CRCA sheet metal one way enclosures of 1.2mm thickness suitable for DP MCB /TP MCB/FP MCB/RCCB/RCBO complete erected on angle iron/GI frame.	400.00	Rupees four hundred and paise nil only	each	1200.00
Total Work Portion					1799019.77

TOTAL Rs. 1799019.77
SAY Rs. 1799020.00

**Sub Divisional Engineer
P.W.(Tribal) Sub Division
Ghodegaon**

**Executive Engineer
Public Works (Tribal)Division
Thane**