

TENDER FORM

Name of work :- **PROPOSED INCINRATION BOILER & POWER
HOUSE BUILDING CIVIL WORK.**

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Blank Tender form issued
to

Registered in _____ Class, Cash Receipt No. _____ Dated _____

Contractor

Managing Director

Consultant

IMPORTANT INSTRUCTIONS TO PERSON TENDERING

Please do not forget to attach

- 1 The Tender shall pay the E.M.D. Amount and Tender fees through RTGS/net Banking in favours of Karkhana. Name of Beneficiary :- Vilas Sahakari Sakhar Karkhana Ltd. Name Of Bank-Bank of Indid, Br. Code No. 0641, Account no. 064120100000571, IFSC Code-BKID0000641 Branch – Latur.
- 2 Valid Income - Tax clearance certificate in original or attested photostat copy.
- 3 A certified or attested photostat copy of valid Registration Certificate.
- 4 Attested photostat copy of partnership deed and power of attorney.
- 5 A list of works tendered for and in hand (Statement No.I)
- 6 A list of works of similar type and magnitude carried out (Statement No.II)
- 7 Attested photostat copy of work done certificates issued by competent authority.
- 8 List of machinery and plants available with the tender for immediate use on this work (Statement No. III)
- 9 Details of Technical Personnel on the roll of the tender (Statement No. IV)

Note :- Please note that omission to attach any document is likely to invalidate the tender.

BRIEF TENDER NOTICE (PRESS NOTICE)



VILAS SAHAKARI SAKHAR KARKHANA LTD;

Vaishalinagar, Nivali, Tal & Dist Latur. (M.S.)

Ph.(02382) 277622 (6 Lines) Fax:02382-277631

E-Mail:vikassugar1@gmail.Com post Box: 117 Web-www.vlassugar.com

VSSK/CIVIL/TENDER / 1110 / 2020-21

Date. 10.09.2020

TENDER NOTICE (Second Call)

Sealed percentage rate E- tenders in B-1 form are invited from the experienced contractors registered With Public Works Department, as per the latest Government norms, appropriate for the construction of following work.

Sr. No.	Name of Work	Estimated Cost As per Schedule	E.M.D.	Security Deposit	Class of Contractor	Tender Fees (Including GST)	Time Limit
1	Proposed Inclination Boiler & Power House Building Civil Work	3,27,04,293.00	1,63,521.00	16,35,215.00	II & above	11,800.00	Three month

TERMS & CONDITIONS

01. The Blank Tender Forms will be available online Web site <https://eprocurement.synise.com> from Dt. 12/09/2020. up to Dt. 25/09/2020
02. The Pre-bid meeting of the contractors will be held on 18/09/2020. at sugar commissioner, Sakhar Sankul, Shivaji Nagar, Office pune.
03. The filled tenders will be accepted on our website on or before 26/09/2020 up to 5.00 P.M. with Necessary attested documents copies & Technical Bid & commercial bid opening Date will be inform later.
04. The tenders shall pay the E.M.D Amount and Tender Fees through RTGS/Net Banking in favors of karkhana. Name of Beneficiary:- Vilas Sahakari sakhar Karkhana Ltd. Name of Bank-Bank of India, Br.code No.:-0641, Acc.No.:- 064120100000571, IFSC code:-BKID0000641 Branch:-Latur
05. The rights are reserved to reject any or all tenders without assigning any reason there of.

Smt. Vaishali Vilasrao Deshmukh
Chairman

J.S.Mohite
Managing Director

Amit Vilasrao Deshmukh
Founder Chairman

Ravindra V. Kale
Vice Chairman

. DETAILED TENDER NOTICE

- 1) Scaled percentage tenders in B-1 form are invited from Contractors registered in **II Class & Above** under the System of approval list of Contractors in Maharashtra State.

The name(s) of work(s), estimated cost, Security deposit, time limit etc. are as under :-

Sr. No.	Name of Work	Estimated cost.	Earnest money deposit	Security Deposit	Class of contractor	Time limit for completion
1	PROPOSED INCINRATION BOILER & POWER HOUSE BUILDING CIVIL WORK	3,27,04,293 /-	1,63,521 /-	16,35,215 /-	II & Above	3 Months

- 2) Blank Tender form containing conditions of contract, specifications and contract drawing can be had on RTGS/Net Banking of **Rs.11800/- including GST per set available on line web site <https://eprocurement.synise.com> the 12.09.2020 up to 25.09.2020**

- 3.1) The Tender shall pay the E.M.D. Amount and Tender fees through RTGS/net Banking in favors of Karkhana. Name of Beneficiary :- Vilas Sahakari Sakhar Karkhana Ltd. Name Of Bank-Bank of Indid, Br. Code No. 0641, Account no. 064120100000571, IFSC Code-BKID0000641 Branch – Latur.
- 3.2) The earnest money deposit in any other form or in the form of NEFT/RTGS only
- 3.3) Valid EMD exemption certificate from Govt, of Maharashtra will be accepted in lieu of EMD.
- 3.4) The amount of earnest money will be forfeited, in case successful contractor does not pay the amount of initial security deposit within the time specified as stipulated by the Karkhana /Mill / Consultant and complete the contract documents. In all other cases, earnest money will be refundable.

The successful tenderer shall have to pay, half the Security Deposit in cash or in the form of approved Bank Guarantee from any scheduled

3.5)

3.5) The successful tenderer shall have to pay, half the Security Deposit in cash or in the form of approved Bank Guarantee from any scheduled Bank and the balance is recoverable through running bills at the percentage stipulated in the Agreement or as may be decided by the Karkhana / Mill / Consultant during course of execution of work looking to the position & circumstances that may prevail, whose orders will be final & binding on the contractor.

3.6) In the event of failure of the tenderer to pay cash security deposit within **10 days** (unless extended in writing by the Consultant / Karkhana) from the date of receipt of notice (sent by registered Post) of acceptance of his tender, the amount of earnest money shall be forfeited to Karkhana / mill and the acceptance of his tender, shall be considered as withdrawn. Except that in the event of the notice of acceptance of the tender not being issued within 120 days of the date of opening of tender.

3.7) Earnest money of the un-successful tenderers will be refunded on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period which ever is earlier.

3.8) The acceptance of the tender may be intimated to the contractor telegraphically or otherwise either by the officer competent to accept the tender by higher authorities such as Consultant or Karkhana / Mill and such intimation shall be deemed to be an intimation of acceptance of the tender given by the authority competent to accept the tender.

4.0) The tenderer shall enter in the blank space on **page No. 36** of the printed **B-1** form under para "Tender for the work" the percentage in figures and words and score out one of the words "below/above" as necessary under his attestation. In case there is difference between percentage written in figures and words, the lower of the two will be treated as final offer.

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

6. Manner of submission of Tender -

A) ENVELOPE NO.1:-

The first envelope clearly marked as "Envelope No. 1" shall contain the following documents

- i) Forwarding letter clearly indicating the documents attached therein.
- ii) The Tender shall pay the E.M.D. Amount and Tender fees through RTGS/net Banking in favors of Karakhana.
- iii) Certificate of Registration as approved contractor in the appropriate class or True copy duly attested by Gazetted Officer, if any.
- iv) An upto-date Income-Tax clearance certificate in original from Income Tax officer of the circle (Or true copy thereof duly attested by a Gazetted officer), valid on the date fixed for receipt of tender unless specifically exempted in this respect by the Karkhana/Mill.
- v) Details of works of similar type and magnitude carried out by the tenderer as per proforma attached with the tender with the certificate from Head of Office concerned. (Statement No. II)
- vi) Details of plant and machinery immediately available with the tenderer for use on this work as per proforma attached with the tender. (Statement No. III)
- vii) Details of technical persons who will be exclusively spared for this work by the tenderer as per proforma attached" with the tender. (Statement No.IV)
- viii) In case of Partnership Firm, attested copy of partnership deed and power of attorney should be attached.
- ix) Details of other works in hand. (Statement No. 1)

B) ENVELOPE NO.2:-

The second envelope clearly marked as "Envelope No.2" shall contain only the main tender including the common set of conditions/stipulations issued by the department after the pre-tender conference. A tender submitted without this, would be considered as 'invalid' The tenderer should quote his offer on schedule B' of the tender as items Rates or percentage of estimated rates, at the appropriate place of tender documents to be submitted only in Envelope No. 2. He should not quote his offer any where directly or indirectly in Envelope No. 1. The contractor shall quote for the work as per details given in the main tender and also based on the detailed set of conditions issued/ additional stipulations made- by the Consultant/Karkhana/Mill as informed to him by a letter from Consultant/Karkhana/Mill after pre-tender conference. This tender shall be un-conditional.

Where the contractor's own design is allowed for by the Karkhana/Mill or where the offers on contractor's own design are invited by the KarKhana/Mill broad details shall be enclosed by the tenderer in Envelope No.2. This shall be subjected to scrutiny by the Consultant/ Karkhana/Mill to as certain the technical feasibility and acceptability of the design doubts if any, shall be got clarified by the Consultant/

Karkhaha/Mill and such design or assumptions, unacceptable offers for such designs in Envelops No.2 shall not be considered by the Consultant/ Karkhana/Mill.

C) SUBMISSION OF TENDER :-

The two sealed Envelope No.1 and 2, shall be again put together with in one common cover and sealed. This sealed cover shall be marked on the left hand top corner "**TENDER FOR CIVIL WORK FOR PROPOSED INCINRATION BOILER & POWER HOUSE BUILDING** For Vilas Sahkari Sakhar Karkhana, Vaishalinagar, Nivali, Dist. Latur

The full name and address of the tenderer and the name of the registered agent delivering the sealed envelop containing the tender shall be written on the bottom left hand corner. The date and time for receipt of envelope containing tender shall- strictly apply.

The tenderer should ensure that their tender is received by the Karkhana/Mill before the expiry of the date and time. No delay on account of any cause will be entertained for the late receipt of the tender. Tender offered or received after the date and time is over will either not be opened and shall be returned to the tenderer unopened.

7. OPENING OF TENDER :-

On the date specified in the tender notice following procedure will be adopted for opening of the tender.

i) ENVELOPE -No.1

First of all -envelope No. 1 of the tenderer will be opened to verify its contents as per requirement if the various documents contained in this envelope do not meet the requirements of the Consultant/Karkhana/Mill 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 but the same will be recorded.

ii) ENVELOPE NO. 2.

This envelope shall be opened immediately after opening of Envelope No. 1 only if contents of Envelope No.1 are found to be acceptable to the Consultant/Karkhana/Mill. The tendered rate in Schedule 'B' or

percentage above/below the estimated rates, (or lump-sum offer in case of tenders in form 'C shall then be read out).

iii) No tender on alternative design will be entertained at all.

8. The contractor will have to sign the original copy of the tender papers and the drawings according to which the work is to be carried out. He shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions, availability of labour and materials and that he has quoted his rates with due consideration to all these factors.
9. The right is reserved to revise or ammend the contract documents prior to the date notified for the receipt of tenders or extended date. Such deviations, ammendments or extentions, if any, shall be communicated in the form' of Corrigendum by letter or/and notice in News Papers as may be considered suitable.
10. Examination of drawings and site conditions :- The tenderer shall, in his own interest, carefully examine the drawings, conditions of contract, specifications etc. He shall also inspect the site and shall acquaint himself about the climate, physical and all other conditions prevailing at site, the nature, magnitude, special features practicability of the works, all existing and required means of communications and access to site, availability of housing and other facilities, the availability of labour and materials, labour camp site, stores and godowns etc. He shall obtain necessary, information as to the risk, contingencies and other circumstances which may affect or influence the tender.
No claims on any of the .above or any other factors will be entertained by the Karkhana/Mill should there be any discrepancy, doubt or obscurity as to the meaning of any of the tender documents or as to the-instructions, to be observed by him, he 'shall set forth in writing" such discrepancy or doubt or obscurity and submit the same to the Consultant/Karkhana/Mill for elucidation as soon as possible.
11. The tender submitted by the tenderer shall remain valid for a period of 120 days from the due date of opening of tenders.
12. The contractor(s) whose tender is accepted is required to note that no foreign exchange will be released by the Karkhana/Mill.
13. Tenders, which do not fulfill all or any of the conditions or are incomplete in any respect are liable to summarily rejected.
14. The successful tenderers will be required to produce to the satisfaction of the specified concerned authority, a valid and concurrent licence issued in his favour under the provision of the 'Contract Labour (Regular and Abolition) Act 1970, before starting the work. Failure to do so, acceptance of the tender shall be "liable to be withdrawn and security deposit forfeited.

15. The tenderer shall add to the amount of his Tender the amount of work contract tax, Excise duty, Sales Tax, Municipal/Grampanchayat Tax, levies any other tax legally payable and it shall be assumed his rates cover for all the taxes & duties and no claim on this account will be entertained.
16. 'Price- Variation" & "Excallation" clause mentioned in B-1 Tender form are not applicable for the work Tenders called.
17. The Tender accepting authority is not bound to accept the lowest rate Tender. The right to reject any or all the tenders without assigning any reason there of is reserved. The powers of acceptance of Tender is vested to Karkhana/Mill management/Hon'ble Commissioner/ State level Committee.
18. This notice inviting tender shall form part of the tender agreement.

GENERAL SPECIFICATIONS AND ADDITIONAL CONDITIONS (MAJOR WORKS)

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

1. Work and site conditions
 - 1.1 General Description of work.
(Describe type and details of work in brief)
 - 1.2 Location and site conditions
(State location, approach, communications, quarries, land, water, labour etc. facilities, restrictions etc.)

Site is located on Latur – Barshi road, 30 Km. from Latur City... Required material available. From Latur City. Electricity is made available on site for fabrication work – skilled and semi skilled labours available at Latur.

Note :- This may form a separate exhaustive chapter in case of major contract or say over Rs.One Core.

GENERAL :

2.1 CONTRACTOR TO INFORM HIMSELF FULLY

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

If he shall have any doubt as to the meaning of any portions of these general conditions or the special conditions, or the scope of work or the specifications and drawing or any other matter concerning the contract he shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the Consultant in writing in order that such doubts may 'be clarified authoritively before tendering. Once a tender is submitted the- matter will be decided according to tender conditions in the absence of such authentic preclarification.

2.2 ERRORS OMISSION'S AND DISCREPANCIES

- a) In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between drawings and specifications etc. the following order of preference shall apply
- i) Between actual, scaled and written dimensions or description on drawing, the latter shall be adopted.
 - ii) Between the written shown description or dimensions in the drawing and corresponding one in the specifications, the latter shall apply.
 - iii) Between the quantities Shown in schedule of quantities and those arrived at from the drawings, the latter shall be preferred.
 - iv) Between the written description of the item in the schedule of (quantities and the detailed description in the specifications of the same items, the latter shall be adopted.
- b) In case of difference between the rates written in figures and words, the rate adopted by the contractor for working out the total amount of the item will be taken as correct. In other cases correct rate would be that, which is lower.
- c) In all cases of omissions and/or doubts or discrepancies in the dimensions or description of any item or specification a reference shall be made to the Consultant of Karkhana/Mill whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

2.3 CHANGE OF CEMENT CONTENT 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 Consultant 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 cost of the cement content from

that laid down in the specification at the rates specified in the schedule 'A' of the contract plus 10% to cover all other incidental charges whatever. Likewise if any additives, compounds water proofing material etc. are ordered by the Consultant 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 Consultant, provided cost of such additives etc. is borne by Karkhana/Mill if these are supplied free of cost to contractor at site by the Karkhana/Mill.

2.4 WORKING METHODS AND PROGRESS SCHEDULES

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

PROGRESS SCHEDULE

- (b) The contractor shall furnish within the period stipulated in writing by the Consultant of the order to start the work, a progress schedule in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of

procurement and setting up materials plant and machinery. The schedule is to be such as is practicable of achievement towards the completion of the whole work in time limit, the particular items, if any, on the due dates specified in the contract and shall have the approval of the Consultant. No revised schedule shall be operative without such acceptance in writing. The Consultant 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 apply the same as and when asked for.

- (c) The contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress of schedule. The working and shift hours restricted' to one shift a day for operations to be done under the Karkhana/Mill supervision shall be such as may be approved by the Consultant, they shall not be permitted, except when specifically allowed by Consultant each time, if requested by the Contractor. The contractor shall provide 'necessary lighting arrangements etc. for night work as directed by Consultant without extra cost.
- (d) 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 Consultant. Schedule shall be in the form or progress charts, forms progress statement and/or reports as may be approved by the Consultant.
- (e) The contractor ' shall maintain proforma, charts, details regarding machinery, equipment, labour, materials, personnel etc. as may ; be specified by the Consultant and submit periodically return thereof as may be -specified by the Consultant.

2.5 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 Karkhana/Mill and forthwith hand over to the Karkhana/Mill such treasure or things which shall be the property of Karkhana/Mill.

2.6 AGENT AND WORK-ORDER BOOK

The contractor shall himself manage the work or engage and authorized all-time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced, Engineer shall be provided by the Contractor as his agent "for technical matter in case the Consultant considered this as essential for the work

and so directs contractors. He will take orders as will be given by the Consultant or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the Consultant and his representative on the work site. The contractor shall supply to the Karkhana/Mill the details of all supervisory and other staff employed by the Contractor and notify changes when made, and satisfy the unquestionable right to ask for changes in the quality and numbers of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such order and effect replacements to the satisfaction of the Consultant.

A work order book shall be maintained on site and it shall be the property of Karkhana/Mill and the contractor shall promptly sign orders given

therein by Consultant or his representative or Karkhana/Mill and his superior officers, and comply with them. The compliance shall be reported by the contractor to the Consultant in "good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the Karkhana/Mill free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

2.7 INITIAL 'MEASUREMENTS FOR RECORD

Where, for proper measurement of the work it is necessary to have an initial set of levels or other measurements taken the same as recorded in the authorised field book or measurement book of Karkhana/Mill by the Consultant 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 Consultant/Karkhana/Mill as to the basis of taking measurement. Like-wise the contractor will not cover any work which will render its subsequent measurements difficult or impossible without first getting the same' jointly measured by himself and the authorised representative of the Consultant/karknah/Mill. The record of such measurements on the Karkhana/Mill side will be signified by the contractor and "he will be entitled to have a true copy of the same made at his cost.

2.8 HANDING OVER OF WORK

All the work and materials before finally taken over by Karkhana/Mill, 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 be altered position, the handing over by the Contractor and taking and by the Karakhana/Mill or his authorized representative will be always in writing The Contractor it is however

understood that before taking over such work. Karkhana/Mill 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.

2.9 ASSISTANCE IN PROCURING PRIORITIES PERMITS ETC.

The Karkhana/Mill 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 of controlled materials etc. where such are needed. The Karkhana/Mill will not however be responsible for the non-availability of such facilities or delay in this behalf and no claims on account of such failures or delays shall be allowed by the Karkhana/Mill.

The Contractor shall have to make his own arrangement for machinery required for the work. However, such machinery, if conveniently available with the Karkhana/Mill 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 of machinery- shall not form a ground for any claim or extension of time limit for this work.

2.10 SAMPLES AND TESTING OF MATERIALS

- i) All materials to be used on work shall be got approved in advance from the Consultant and shall pass the test and or analysis required by him, which will be (a.) as specified in the specification for the items concerned and/or as specified by-,the Indian Road Congress Standard Specification (b) Code of Practice for Road & Bridges or (c) I.S.I. Specifications (Whichever and wherever applicable) or (d) such recognised specifications acceptable to Consultant as equivalent thereto or in absence of such recognised specifications (e) such required test and/or analysis as may be specified by the Consultant in-order of precedence given above.
- ii) The contractor shall at his risk and cost make all/ arrangement and/or shall provide for all such facilities as the Consultant may require for Collecting, preparing required number of samples for tests or for analysis at such time and to such places or place as may be directed by the Consultant and bear all charges and cost of testing. Such samples shall also be deposited with the Consultant.
- iii) The contractor shall if and when required to submit at his cost the samples of materials to be tested or analysis and if so directed, shall not make use of or incorporate in the work any materials represented by the

samples until the required tests or analysis have been made and the materials are finally accepted by the Consultant.

2.11 CO-ORDINATION

When several agencies for different sub-work of the Project are to work simultaneously on the timely completion of the whole Project smoothly. The scheduled dates for completion specified in each contract shall therefore, be strictly adhered to. Each contractor may make his independent arrangement for water, power, housing, etc. if they so desire. On the other hand the contractors are at liberty to make mutual agreement in this behalf and make joint arrangements with the approval of the Karkhana/Mill. No single contractor shall take or cause to be taken any steps or action that may cause disruption, discontent, or ' disturbance of work labour or arrangement etc. of

other contractor in the Project localities. Any action by any. contractor which the- Consultant in his unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract conditions and shall be dealt with as such.

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

2.12 PAYMENT

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

2.13 PATENTED DEVICE:

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

2.14 TEMPORARY QUARTERS

- (i) The contractor shall at his own expenses maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangement, provide housing for them with all necessary arrangement, including fire preventive measures etc. as directed by the consultant/Karkhana/Mill.

3. SAFETY MEASURES AND AMENITIES

3.1 SAFETY MEASURE

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 Architect in this behalf from time to time and at all times.

- 1) Providing protective foot-wear to workers, in situations like consider 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 surface infested 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 or 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 masters cranes, grabs, hoist, dredgers etc.
- 5) Taking necessary steps towards training the workers concerned in the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines hoists and similar units are working.
- 6) Providing adequate number of boats (if at all required for plying to water) to prevent over loading and over-crowding.
- 7) Providing life belts to all men working in such situation 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 platform, staging's 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 suffocations, drowning and other injuries.
- 11) Take all necessary precautions with regard to use of divers.
- 12) Providing full length gum boots, leather hand gloves with fire proof apron to cover the chest and back reaching upto knees and protective goggles for the eyes to the 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 labourers in the opinion of the Consultant/Karkhana/Mill.

3.2 EXPLOSIVES

The contractor shall at his own expense construct and maintain proper magazines, if such are required for the storage of explosives for use in connection with the work 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 license or license as may be necessary for storing and using explosives. Notwithstanding that the location etc. or storage of explosives are approved by the Karkhana/Mill, the Karkhana/Mill shall not be incurring any responsibility what ever in connection with storage and use of explosives on the site or any accident or occurrence what-so-ever in connection wherewith all operations in or for which explosive are employed being at the risk of the contractor and upon his sole responsibility and the contractor hereby gives to Karkhana/Mill are absolute indemnity in respect thereof.

3.3 DAMAGE BY FLOODS OR ACCIDENTS

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

3.4 RELATION WITH PUBLIC AUTHORITIES

The Contractor shall comply with all rules, regulations, bye-law and directions given from time to time also by any local public authority in connection with this work and shall himself pay fees or -charge which are leviable on him without any extra to the Karkhana/Mill.

3.5 POLICE PROTECTION

For the Special Protection of camp and of the contractor's work Karkhana/Mill 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.

3.6 INDEMNITY

The contractor shall provide indemnity to the Karkhana/Mill against all actions, suits, claims and demands brought* or made against him in respect of anything done or committed to be done by the Contractor in execution of or in connection with the work of this contract.; and against any loss or damage to the karkhana/Mill in consequence of any action, or suit being brought against the Contractor for anything done or committed to be done in the execution of the work of his contract.

3.7 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 the use of labourers on work and in Camps.
- b) The contractor shall construct trench or semi permanent latrines for the use of the laboures Separeate latrines shall be provided for men and women.
- c) The contractor shall build sufficient number of huts on a suitable plot of land for use of the labourers according to the following specifications.
 1. Huts of Bamboos and grass may be constructed.
 2. A good site not liable to submergence shall be selected on high ground remote from jungle but well provide with trees, shall be chosen

wherever it is available. The neighbourhood of tank, jungle, grass or woods should be particularly avoided. Camps should not be established close to large cutting of, earth work.

3. The lines of huts shall have open spaces of at least ten yards between two rows. When a good natural site cannot be produced, particular attention should be given to the drainage.
4. There should be no over crowding. Floor space at the rate of 30 Sq.Ft. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
5. The Contractor must find his own land and if he wants Karkhana/Mill's land, he should apply for it and pay assessment for it, if made available by Karkhana/Mill.
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 in such way as not to cause any nuisance.
- d) The contractor shall engage a Medical Officer with a traveling dispensary for a Camp containing 500 or more persons if there is no Govt, or other private dispensary situated, within 8 Kilometres from the Camp. In case of emergency the contractor shall, arrange, at his cost for transport quick medical help to his sick worker.
- e) The Contractor shall provide the necessary staff for effecting & satisfactory drainage system and cleanliness of the camp to the satisfaction of the Consultant/Karklona/Mill. 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' accomodation and food supply shall be followed by the Contractor.

- g) The' contractor shall make arrangements for all anti-malaria 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.

4. DEFINITIONS

Unless excluded by or repugnant to the context.

- a) The expression "Consultant" as used in the tender papers shall mean M/s PRADEEP PATIL & ASSOCIATES, 3rd Floor F. No.6, Shefali Apartment, S. No. 15A/10, Karve Road, Behind Dixit petrol pump, Erandawane. Pune for purpose of this contract and shall include their legal representative(s) assign/s or successor/s.
- b) The expression "Engineer" or "Engineer-in-charge" as used in the tender papers shall mean the Engineer-in-charge of the work for time being.
- c) The expression "Contractor" used in the tender paper shall mean the successful tenderer whose tender has been accepted and who has been authorised to proceed with the work.
- d) The expression ."Contract" as used in tender papers shall mean the deed to contract ' together with its original' accompaniment and those later incorporated in it by mutual 'consent.
- e) The expression "plant' as used in the tender papers shall mean every temporary and necessary or considered necessary by the Consultant to execute constant, 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 or appliances of every sort, kind and description whatsoever intended or used thereof.
- f) "Drawings" shall mean the drawings referred to in the specifications and any modifications of such drawings approved in writing by Consultant and such other drawings as may from time to time be furnished or approved in writing by the Engineer of the karkhana/ Mill.
- g) "Consultant's representative" shall mean an assistant of the Consultant notified in writing to the contractor by the Consultant.
- h) 'Provisional sum' or 'Provisional lump sum' shall mean lump sum included by Karkhana/Mill tender documents

and shall represent the estimated value of work for which details are not available at the time of issue of tender.

- i) 'Provisional items' shall mean items for which 'approximate quantities have been included in the tender documents.
- j) The 'site' shall mean the lands and/or other places, on or 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 Karkhana/Mill or used for the purpose of contract.
- k) The Work shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the Contract.

5. **TRAFFIC REGULATION**

- l) Unless separately provided for in the contract. The Contractor shall have to make all necessary arrangements for regulating traffic, day and night during period of construction to the entire satisfaction of the Architect. This includes the construction and maintenance of diversions if necessary. The contractor shall have to provide necessary caution boards, barricades, flags, lights and watchmen etc; so as to comply with the latest Motor Vehicles rules and regulation and for traffic safety and he shall be responsible for all claims from accidents which may arise due to his negligence whether in regulating the traffic or in stacking materials on the roads, or due to any other reasons.
- 6) **CEMENT CONCRETE** : (Delete if not applicable)
- a) The contractors shall carry out all preliminary tests to work of grading and proportioning of aggregates in order to obtain and maintain uniform quality of work. The contractor shall supply all materials, labour and resting cost of preparing and testing samples as required by the Consultant. Unless otherwise specified in the detailed item wise specifications 3 cubes 15 cm. x 15 cm. x 15 cm. for testing compression 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 contractor.
 - b) All concrete shall be controlled concrete and machine mixed, unless otherwise directed by Consultant. For controlled or High

grade concrete, the grading of aggregates shall be got approved from the/ Consultant.

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 from the Consultant. However, such approval does not release the Contractor from his responsibility regarding the minimum works strength requirements. Work test shall be taken in accordance with relevant codes and specifications.

All proportioning of aggregates shall be done by weight if so ordered by the Consultant.

- c) All mixing shall be done by mechanical means in approved mixers. The Consultant may at his discretion allow in writing, 'hand mixing of concrete for minor items where small quantities are involved but in that case the Contractor shall increase the cement content of the mixture by 10% without any extra cost.
- d) The form work used shall be made preferably "of steel or with lining of steel. Wooden shutters may be allowed at the discretion of the Consultant e.g: lintels, small slabs and beams coping etc.
- e) The concrete shall be mechanically vibrated for proper compaction by the method approved by the Consultant.
- f) The concrete shall be cured only by a sweet potable water for full 21 days after the time of the period specified in the detailed specification or may be directed by Consultant.

7) **COLLECTION OF MATERIALS**

- i) Where suitable and approved Karkhana/Mill quarries exist, the contractor or piece worker will be allowed if otherwise is no objection to obtain the materials to the extent required for the work from the quarry. He will be however, liable to pay compensation, if any damage is caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour. The contractor shall pay necessary royalty in advance and claim refund according to rules, if admissible, and shall submit detailed accounts of materials from quarries as directed.
- ii) Where no suitable Karkhana/Mill quarries exist or when the quantity of the material required cannot be obtained from a Karkhana/Mill quarry the contractor or piece-worker shall make his own arrangements to obtain the material from existing or a new quarry in

karkhana/Mill 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 Consultant or his representatives. The contractor or piece worker 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 include all incidental charges such as opening of a new quarry, opening out a new portion in an existing quarry, removing top soil and the unsuitable material dewatering a quarry, cost of blasting powder and fuse, lift, lead, repairs to existing cart tracks, making new cart tracks, charges, Central/State Government or Municipal taxes, Local Boards Cess etc.
- iv) The rates in the tender are for the delivery of the approved material on road side properly stacked at the places specified by the Consultant and area inclusive of conveyance charges in respect of the leads and lifts. No claims on account of changes 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 Karkhana/Mill 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 Consultant and will have to stop further collection.
- vi) Any material that falls on any P.W.D. Road from the carteto, curing conveyance shall be immediately picked up and removed by the contractor of piece works, 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 materials causing obstruction or danger etc. will be got removed departmentally at his cost and no claims for any loss or damage to the material, thus removed, will be entertained. The contractor shall also be responsible for the damage or accident etc. arising out of any material that falls on the road or track, not in charge of the Karkhana/Mill and shall attend to any complaint which may be received.

- vii) The materials shall not be stacked in place where it is liable to be damaged or lost due to traffic passing over it, to be washed away by rain or floods, to be buried under the land slide etc. or slip down an embankment or hill side etc. No claims, for any loss due to these and similar cause 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 levelled. 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 permission of the Karkhana/Mill Engineer on terms in such a way as to cause minimum danger and obstruction to the traffic or as may be, directed, by him.
- ix) The size of the stacks for materials other than rubble shall be 10.0 Feet x 5 Feet x 2 Feet or such other size as may be directed, by the Consultant and all, but one stack in furlong shall be of the same uniform size and shall be uniformly distributed over whole lengths. One stack (at the end) in each furlong may be of length different from the rest in order to adjust total quantity to be required but its width and height will be the same as those of the rest.
- x) The Karkhana/Mill Civil Engineer shall supply the contractor with statement showing furlong wise quantities that required and the order in which the collection is to be done. No materials in excess of requirements in that furlong shall be stacked. Any excess quantity shall be removed at the expenses of the contractor or piece worker to where it is required before the material in that furlong is finally measured.
- xi) In stacking materials, the deposition shall commence at the end of the mile farthest from the quarry and be carried continuously to the other end (unless otherwise directed by the Consultant). Stacking in one furlong shall be completed before it is started in another, unless directed otherwise, in writing by the Karkhana/Mill Engineer. Measurements of the materials stacked in a furlong will not be recorded until the full quantity required has been stacked unless otherwise authorised by Karkhana/Mill Engineer in writing. Collecting and spreading shall not be carried out at the same time in one and the same mile or in two adjoining miles except with the written permission of the Karkhana/Mill Engineer.

- xii) Unless otherwise directed, the materials shall be collected in the following order according to availability of space :- 1) Rubble (if included in tender) (2) metal (3) Soft murum and (4) Hard murum. Hard murum shall be stacked on the side opposite to that on which soft murum has been stacked. Similarly, metal: collected for petty repairs shall be stacked on the side opposite to metal for new layer. Where metal for two layers has to be stacked, as in the case of new roads, the metal for each layer shall be stacked on the opposite sides of the road.
- xiii) All road material shall be examined and measured before it is spread. The labour for measurements (and check measurements wherever carried out) shall be supplied by the contractor or piece worker. Immediately after the measurements are recorded the stacks shall be marked by the contractor or piece worker by white wash or otherwise as may be directed by the Karkhana/Mill Engineer to prevent from any possibility of the same material being measured and recorded unauthorised tampering with the stacks. If the contractor or the piece worker fails to attend the measurements of materials after from the Karkhana/Mill Engineer or his subordinate stating date of and time of the intention to measure the work the same shall be measured never the less and no complaint in this' respect will be entertained later on. If the contractor or piece worker fails to supply sufficient labour for the materials required at the time of measurements or check measurements after due notice has been given to him, the expenses incurred on account of employing department labour or material etc. shall be charged against his account.
- xiv) No deduction will be made for voids.

g. **MISCELLANEOUS**

- 1) Rate shall be inclusive of S.T. General tax, work contract Tax Turn over tax & other taxes etc.
- 2) For providing electric wiring or water lines etc. recesses shall be provided if necessary through walls, slabs, beams etc. & later on refilled up with bricks or stone chipping, cement mortar without any extra cost.
- 3) In case it becomes necessary for the due fulfilment of contract for the Contractor to occupy land outside Karkhana/Mill limits the Contractor will have' to make his own arrangements with the land owners and to pay such rents if any which are payable as mutually agreed between them. The Karkhana/Mill will afforded the Contractor all the reasonable

assistance to enable him to obtain. karkhana/Mill land for such prupose on usual terms and conditions as per rules of Karkhana/Mill.

- 4) It is presumed that the contractor has gone carefully through the standard specifications P.W.D. Hand books and the schedule of rate of the Division, and study of site conditions before arriving at rates quoted by him. The special provisions in detailed specifications or wording or any item shall gain precedence over the corresponding contradictory provisions '(if any) in the standard specifications or P.W.D. Hand Books, where reference to such specifications is given without reproducing the details in contract. Decision, of Consultant shall be final in case of interpretation of specifications.
- 5) 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 stacks or with suitable barricades and where there is likely-hood of subsidence of soil, such heavy materials shall be stored on aproved platforms.
- 6) For Road & Bridge works the contractor shall in addition to the specification cited here, comply with requirements of relevant I.R.C. Code practice.
- 7) All measurements will be made in accordance with the methods indicated in the specification and read in conjunction with rhe General Conditions of Contract.
- 8) The details shown on drawings and all other information pertaining to the work snail 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 Consultant 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.
- 9) All materials used in the construction shall conform to the requirement of Specification Clause under section - 1000 "Materials for structure" of Specification of Road and Bridge Work, M.O.S.T. New Delhi.
- 10) 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 Karkhana/Mill by the Contractor, and also to the concerned Department. Any damage what-so-ever done to these cables and pipe lines by the Contractor shall be made good by him at his cost.

- 11) **The Contractor shall produce document of payment of royalty charges, otherwise same shall be deducted from his bill.**

9. **LINE OUT**

The contractor shall provide free of charge all labour and material required for lining out, surveying, inspection decided by the Consultant as considered necessary for the proper and systematic execution of the work. The Karkhana/Mill will only show the changed points on the alignment of road and it will be the responsibility of the contractor to correctly align the road straight between points including setting out curves though the Karkhana/Mill will render necessary assistance. Likewise, only one B.M. with definite value of R.L. will be shown to contractor who shall have to provide for a network of

temporary bench mark all long the road and near CD. works for execution of the work. The contractor shall be responsible for the correctness of the position, levels, dimensions and alignments of all parts of the works and provision of necessary instrument and labour in connection with it. Suitably, pointed bamboos on wooden stack shall be provided at his cost and firmly fixed at every 60 m. on both sides of embankment to indicate final as well as intermediate heights of the embankment. Any errors in position, levels, dimensions and alignment etc. shall be rectified by contractor at his expenses. If such error is due to incorrect data supplied in writing by the Consultant or his authorised representative, the cost or rectification shall be borne by the Karkhana/Mill. The checking or inspection of any setting out of any line or level or work by Consultant or his representative shall not in any way relieve the contractor of his responsibility for correctness thereof. The contractor shall

carefully protect and preserve all Bench Mark, site rails, pegs and stones etc. used in setting out the works. Marking out the centre lines of CD works necessary approaches etc. shall be done by the contractor at his own cost as directed by the Consultant.

STATEMENT NO. 1

Details of work Tendered for and in hand as on the date of submission of this Tender

Name of the Tender :

			Work in Hand				Work Tenderd for		
Sr. No 1.	Name of Work & Department 2.	Place and Country 3.	Tendered Cost 4.	Cost of Remaning work 5.	Anticipated Date of Completion 6.	Estimated Cost. 7.	Date when decision is expected 8.	Stipulated date or period of completion 9.	Remarks 10

STATEMENT NO. II

Details of works of similar type and magnitude carried out by the contractor

Name of the Tender :

Sr. No 1.	Name of Work & Authority under whom the work executed 2.	Estimated Cost of work 3.	Date of Starting 4.	Date of Completion 5.	Actual Date of Completion 6.	Remarks 7.

STATEMENT NO. III

Details of Plant and machinery Immediately available with the Tender for this work.

Name of the Tender :

Sr. No 1.	Name of Equipment 2.	No of Units 3.	Kind and Make 4.	Capacity 5.	Age and Condition 6.	Present Location 7.	Remarks 8.

STATEMENT NO. IV

Details of Technical Personnel available with the Contractor

Name of the Tenderer :

Sr. No 1.	Name of Person 2.	Qualification 3.	Whether working in field or in Office 4.	Experience of execution of similar works. 5.	Period for which the person is working with the Tenderer 6.	Remarks 7.

FORM B-1
PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

**KARKHANA :- VILAS SAHKARI SAKHAR KARKHARNA,
VAISHALINAGAR, NIVALI, DIST. LATUR.**

N.AME OF CONSULTANT : - M/S. PRADEEP PATIL & ASSOCIATES
"3rd Floor F. No.6, Shefali Apartment,
S. No. 15A/10, Karve Road, Behind Dixit
petrol pump, Erandawane. Pune

**NAME OF WORK : PROPOSED INCINRATION BOILER & POWER
HOUSE BUILDING CIVIL WORK**

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 available in the office of the consultant / Managing Director of Karkhana / Mill and signed by the consultant / Managing Director.

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

Where the works are proposed, to be executed according to the recommendations, specifications and approved by a competent authorities on behalf of the Karkhana/Mill and such specifications with designs and drawings shall for m part of the accepted tender.

2. In the event of the tender being submitted by a firm, it must be signed by Each partner thereof, and in the event of the absence, of, any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
- 2.(A) i) The contractor shall pay along with the tender the sum as specified in Clause I of memorandum (**page 36**) as and by way of earnest money. The contractor may pay the said amount by

forwarding along with the tender cash Receipt or Demand Draft for, the like amount in favour of the' Karkhana Mill. The said amount of earnest money shall not array any interest what so ever. The EMD in any form or in the form of cheque shall not be accepted.

- 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 Contract.
 - iii) After submitting The tender, the contractor withdraws his offer or modifies the same or if after the acceptance of his tender the contractor fails to furnish the balance of security deposit, without prejudice to any other rights and powers of the Karkhana/Mill, hereunder, or in law Karkhana/Mill shall be entitled to forfeit the full amount of the earnest money deposited by him.
 - iv) The event of his Tender not being accpeted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under the provisions of sub-clause (iii) above, be refunded to him on his passing receipt therefor.
3. Receipts for payments made on account of any work, when executed by in 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 firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual form stating at what percentage above or below the rates specified in Schedule 'B' (memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the estimated rates/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, of any sort will be liable to rejection. No printed form of tender shall include a tender for more, than one works but if contractor who wishes to tender two or more works, they shall submit seperate tender for each. Tenders shall have the name. and number of the work to which they refer, written outside the envelope.

5. The duly authorised person from the Karkhana/Mill shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several, tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of tender being, rejected the competent officer shall authorise the Account Office concerned to refund the amount of earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money.
6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Karkhana/Mill unless it is signed by the competent person duly authorised by the Karkhana/Mill to sign on its behalf.
8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Karkhana/Mill and their rates shall be filled in and Completed by the office of the Consultant before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.
9. All works shall be measured net by standard measure and according' to the rates and customs of the Public Works Department and without reference to any local custom.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.
11. Every unregistered contractor shall, (unless exempted in writing by the Karkhana/Mill concerned) produce alongwith his Tender a solvency-certificate to the extent of 20% of the tendered cost of work from The Collector of The District or Tahasildar of Taluka within which ho resides or a Banker's certificate of his financial stability. If he fails to produce such a certificate his Tender will not be considered.

OR

Every registered contractor should produce alongwith his tender certificate of registration as approved contractor in the appropriate class and renewal of such registration with date of expiry, if any.

12. All correction and additions or pasted slips should be initialled.
13. The measurements of work will be taken according to the usual methods in use in the Public Works Department and no proposals to adopt alternative methods will be accepted. The Consultant decision as to what is the- usual method in use in the Public Works Department will be final.
14. The tendering contractor shall furnish a declaration alongwith the tender showing all works for which he has already entered into contract, and the value of work that remains to be' executed in each case on the date of submitting the- tender, (Statement No.1)
15. Every tenderer shall furnish alongwith the tender, information regarding the income-tax circle or ward of the district in which he is assessed to income tax the reference to the number of assessment and the assessment year, and a valid Income Tax clearance certificate.
16. In view of the difficult position regarding the availability of foreign exchange no foreign exchange, would be released by the Karkhana/Mill for the purchase of plant and machinery required for the execution of the work contracted for.
17. The contractor will have to construct shed for storing controlled and valuable materials issued to him under Schedule 'A' of the agreement, at the work site, having double locking arrangement. The materials will be taken for use in the presence of the Karkhana/Mill person. No materials will, be allowed to, be removed from the site of works.
18. The contractor shall also give a list of machinery in their possession and which they propose to use on the work in the form of statement No.III.
19. Every un-registered contractor should furnish along with tender a statement showing previous experience in the form of statement No. II and technical staff employed by him, in the form of statement No. IV.
20. Successful renderer will have to produce to the satisfaction of the accepting authority a valid and current licence issued in his favour under the provision of Contract labour (Regulation and Abolition Act, 1973) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Karkhana / Mill.
21. The contractor shall comply with the provision of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure

will be a breach of the contract and the Karkhana / Mill may in his discretion cancel the contract. The contractor shall also be liable, for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

TENDER FOR WORKS

* In figures as well as in words.

I / We hereby tender for the execution, for the Karkhana / Mill (hereinbefore and hereinafter referred to as Karkhana / Mill) of the work specified in at *..... percent below/above the estimated rates entered in Schedule B' (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings and in clause 12 of the annexed conditions of the contract and agree that when materials and the rate to be paid for them shall be as provided in Schedule 'A' hereto, for the work of Composte Yard.

MEMORANDUM

<p>a) If several sub - works are included they should be detailed in a separate list</p> <p>b) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 204 and 205 of the M.P.W. Manual.</p> <p>c) This deposit shall be in accordance with paras 211 and 212 of the M.P.W. Manual.</p>	<p>a) General Description</p> <p>b) Estimated Cost</p> <p>c) Earnest Money</p> <p>d) Security Deposite -</p> <p>i) The Tender shall pay the E.M.D. Amount and Tender fees through RTGS/net Banking in favors of Karkhana of earnest money) (2.5%)</p> <p>ii) To be deducted from current bills (2.5%)</p>	<p>RS. 3,27,04,293.00 /-</p> <p>RS. 1,63,521.00/-</p> <p>RS. 8,17,607.5/-</p> <p>RS. 8,17,607.5 /-</p> <p>----- Total RS. 16,35,215.00/-</p>
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(e) This percentage where no security deposite is taken, we vary from 5 percent to 10 percent according to the requirement of the case where security deposite is taken see note I to clause I of conditions of contract.

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

(e) Percentage, if any to 5 % Percent deducted from bills so as to make up the total .amount required as security deposite by the time, half the work, as measured by the cost, is done.

(f) Time allowed for the 1 Calender Months work from the date of written order to commence.

2. I / We agree that the offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post AD.

The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Karkhana / Mill 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 Karkhana / Mill and furnish the security deposite as specified in item (d) of the memorandum contained in paragraph (I) above within the time limit laid down in clause (I) of the annexed General Conditions of contract. The amount of earnest money may be adjusted towards the security deposite 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.

4. Should this tender be accepted I/We hereby 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 there of to forfeit and pay to Karkhana / Mill the sums of money mentioned in the said conditions. Signature of Contractor before submission of tender

Contractor's Name Day of Signature of contractor

Address

Date

Name of witness

Signature of witness to contractor's
signature

Address

Date

The above tender is hereby accepted by me for and on behalf of the Karkhana
/ Mill

Dated

Signature of the Officer by whom
accepted.

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 (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by the Karkhana/Mill if the Karkhana/Mill thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender, deposit with the Karkhana/Mill in cash or Govt. securities endorsed to the Karkhana/Mill (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 Karkhana/Mill at the time of making any payment to him for work done under the contract to deduct such as will amount to - percent of all moneys so payable such deductions to be held by Karkhana/Mill 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 5% percent of the total estimated cost of the work, it shall be lawful at the time of making

any payment to the contractor for work done under the contract to make up the full amount of 5 % 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 Karkhana/Mill under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due or may become due by Karkhana/Mill to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or 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 interest bearing securities provided that the depositor has expressly desired this in writing.

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid by tenderer, 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 alongwith the payment of the final bill, if the date upto which the contractor has agreed to maintain the work in good order is over . If such date is not over, only 90% amount of security deposit retained by the (Note: This will be the some percentage as that in the tender) Karkhana/Mill shall be released after expiry of period upto which the contractor has agreed to maintain ' the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period upto which the contractor has ' agreed to maintain the work in good order, then, subject to provision of clauses 17 and 20 hereof the amount of Security Deposit retained by Karkhana/Mill shall be adjusted towards the excess cost incurred by the Karkhana/Mill on rectification work.

Clause 2 - The time allowed for earning 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 the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent, or such smaller amount as the Consultant (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 works exceeds one month to complete.

1/4	of the work in	1/3	of the time
1/2	of the work in	2/3	of the time
3/4	of the work	3/4	of the time

Note - The quantity of the work to be done within a 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 process laid down by the Consultant.

The following proportion will usually be found suitable :-

In 1/1, 1/2, 3/4 of the time.

Reasonable progress of earth work. 1/6, 1/2, 3/4 of the total value of the work to be done.

Reasonable progress of masonry work 1/10, 4/10, 8/10 of the total value of the work to be done.

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 Consultant(whose decision in writing shall be final) may decide of the said

estimate cost of the whole work for every day the due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender. Consultant should be the final authority in this respect, irrespective of the fact that the tender accepted by Karkhana/Mill.

Action when whole of security deposit is forfeited Clause 3 - In any case in which under -any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by instalments 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 Karkhana/Mill shall have power to adopt any of the following courses, as he may deem best suited to the interest of Karkhana/Mill.

(a) To rescind the contract (for which rescission notice in writing to the contractor under the letterhead of Karkhana/Mill shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Karkhana/Mill.

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

(c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses

incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of work executed by the new contract agency will be debited to the contractor and 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 Consultant as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

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

Action when the progress of any

Clause 4 - If the progress of any particular portion of the work is unsatisfactory the Consultant or

particular portion of the work is unsatisfactory

Karkhana/Mill 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 is not taken under clauses 3 and 4

Clause 5- In any case in which any of the powers conferred upon the Consultant or Karkhana/Mill by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waving of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future cause of default by the contractor for which under any clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the Consultant or Kark4hana/Mill taking action under sub-clause (b) or (c) of clause 3, he may, if he so desires, take possession of all any tools and plant, materials and stores in or upon the work of the site thereof or belonging, to the contractor, or procured by him and intended to be used for the execution of work or any part hereof 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 b) the Consultant whose certificate thereof shall be final. As an alternative the Karkhana/Mill 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 Karkhana/Mill may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Consultant as to the expense of any such removal and the amount of the proceeds and expense of any such ' sale shall be final and conclusive against the contractor.

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

Extension of time Cluse 6 - If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hinderred in its execution or on any other grounds, he shall apply in writing to the Karkhana/Mill 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 occured, whichever is earlier and the karkhana/Mill on consultation with the Consultant, if in his opinion, there were reasonable grounds for granting an extension, grant such extension as it thinks necessary or proper. The decision of the Karkhana/Mill 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 Consultant (hereinafter called the Engineer-in-charge) of such completion; but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors, windows, wall, floor or other parts of any building in or upon which the work has been executed or of which he may have: had possession for the purpose of executing the work, nor until the work shall have been measured by the Consultant Karkhana/Mill or where the measurements have been taken by his subordinates until they have received approval of the Consultant, the said, measurements being ' -binding' and concluding 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 of dirt on or before the date fixed for the completion of the work the Karkhana/Mill 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 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 thereof to receive payment proportionate to the part of the work then approved and passed by the Consultant, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Consultant from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such 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 Consultant to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Consultant certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Payment at reduced rates on account of items of work not accepted as completed, to be at the discretion of the Consultants.

Clause 9 - The rates for several items of work estimated for 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 the Consultant 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 in each month or before the date fixed by the Karkhana/ Mill for all work executed in the previous month, and the Karkhana/Mill shall take or cause to be taken the requisit measurements for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Karkhana/Mill may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorised agent, whose countersignature to the measurement list shall be sufficient warrant and Karkhana/Mill may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills 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 Karkhana/ Mill. 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 Karkhana/Mill

Clause 12 - If the specification of estimate of the work provides for the use of any special description of material to be supplied from the store of the Karkhana/Mill or if it is required that the contractor shall use certain stores to be provided by the Karkhana. (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 become due to the contractor under the contract, or otherwise, or from the security deposit or the proceeds of sale thereof if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Karkhana/Mill and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the Karkhana/Mill. Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the store of the Karkhana/Mill 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 karkhana/Mill 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.

Clause 12 (A) - All store of controlled materials such as cement, steel etc; supplied to the contractor by Karkhana/Mill should be kept by the contractor under lock and key and will be accessible for inspection by the Karkhana/Mill and Consultant at all the times.

Works to be executed in accordance with specifications, drawings, orders etc.

Clause 13 - The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Consultant or Karkhana/Mill and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or 'on the site of the work during office hours. The contractor will be entitled to receive one set of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs.50 per set of contract. Drawings and Rs.50 per working drawing except where otherwise specified.

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

Clause 14 - The Consultant/Karkhana/Mill shall have power to make any alteration in or additions to the original specification, 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 working signed by the Consultant/Karkhana/Mill 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 Consultant/Karkhana/Mill and the contractor, whichever are lower. If the additional or altered work for which no rate is entered in the schedule of Rates of the Division is ordered to be carried out before the rates are agreed upon then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Karkhana/Mill and Consultant of the rate which it is his intention to Charge for such class of work. And if the Consultant/ Karkhana/Mill does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that If the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be, paid in respect of. the work carried out or expenditure incurred by him prior to the date of the determination of the rate

as aforesaid according to such case or rates as shall be fixed by the Consultant. In the event of a dispute, the decision of Consultant will be final. Where however, the work is to be executed according to the designs, drawings and specification recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, 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 increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Consultant 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 Consultant/Karkhana/Mill shall for any reason what-so-ever (other than default on the part of the contractor for which the Karkhana/Mill 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 Consultant 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 120 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 Karkhana/Mill within 30 days' of the expiry of the said period of 120 days, of such, intention and requiring the karkhana/Mill to record the final measurement of the work already done and to pay final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Karkhana/Mill shall proceed to complete the measurements and make such payment as may be finally due to the contractor within a period of 120 days from, the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provision of this clause.

(3) Where the Karkhana/Mill required to contractor to suspended the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall .be entitled to apply to the Karkhana/Mill 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 to pay the salary- or wages of labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect or any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Consultant 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 Karkhana/Mill under Sub clause (1) in that behalf.
- (ii) Withdrawal by the contractor from the contractual obligations to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 120 days.

or

- (iii) Curtailment in the quantity of item or items originally tendered on account of any alternation, omission or substitution in the specification, drawings, designs or instructions under clause 14(1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailment beyond 25 percent at the rates for the item specified in the tender is more than Rs.5000/-.

It shall be open to the contractor, within 120 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or

(iii) notice under clause 14 (1) resulting in such curtailment to produce to the Karkhana/Mill 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 Karkhana/Mill to take over on payment such material at the rates determined by the Consultant, provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contract. The Karkhana/Mill shall thereafter take over the material so offered. Provided the quantities offered, are not in excess of requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Consultant.

No claim to compensation on account of loss due to delay in supply of material by Karkhana/Mill.

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

- (i) Diffculties relating to the supply of railway waggons.
- (ii) Force majeure.
- (iii) Act of God.
- (iv) Act of enemies of the -State or any other reasonable cause beyond the control of Karkhana/Mill.

In the case of delay in the supply of materials, Karkhana/Mill shall grant such extension of time for the completion of the work as shall appear to the Consultant to be reasonable in accordance with the circumstances of the case. The decision of the Consultant as to the extension of time shall be accepted as final by the contractor.

Time limit for unforeseen claim

Clause 16 - Under no circumstance whatever shall the contractor be entitled to any compensation from Karkhana/Mill on any account unless the contractor shall have submitted a claim in writing to the Consultant within one month of the case of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17 - If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Consultant/Karkhana/Mill or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Consultant/Karkhana/ Mill- 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 Consultant/Karkhana/Mill in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days, during which the failure so continues and in the case of any such failure the Karkhana/Mill may rectify or remove and re-execute the work or remove, and replace the materials or articles-complained of as the

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case may be at the risk and expense in all respects of the contractor Should the Consultant 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.

Work to be open to inspection

Clause 18 - All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Consultant and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Consultant and his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have responsible agent duly accredited in writing present for that purpose. Orders' given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Notice to be given before work is covered up

Clause 19 - The contractor shall give not less than five days notice in writing to the Consultant/Karkhana/Mill representative before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of taken before the same is so covered up or place beyond the reach of measurements and shall not cover up, or place beyond the reach of measurements any work without the consent in writing of the Consultant/ Karkhana/Mill 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.

Expenses of providing medical aid to any workman.

Clause 19 A - The contractor shall be liable to pay the expenses of providing medical aid to any workman, who may suffer any injury as accident at or near to the work site wheter on duty or off duty

or and whether such accident takes place on a holiday or a working day, If shall be opened to Karkhana/Mill to incur the requisite expenditure for providing such medical aid and to recover the same from the contractor. Certificate of the Managing Directors to amounts of expenses actually incurred on providing such medical aid shall be final and conclusive against the contractor.

Contractor liable for damage done and for imperfections

PW'D Resolution No.CAT-1087/ CR-94/ Bldg-2 dt.14-6-89

Clause 20 - If during the period of twelve months from the date of completion as certified by the Consultant pursuant to Clause - 17 of the contract the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Karkhana/Mill duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying & setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Consultant. 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 Karkhana/Mill get the same executed and carried out departmental or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the Karkhana/Mill the amount of such costs, charges and expenses sustained or incurred by the Karkhana/Mill of which the certificate of the Consultant/Karkhana/Mill shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and on 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 Karkhana/Mill the same may be recovered from the contractor as arrears of land revenue. The Karkhana/Mill shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Karkhana/Mill to the contractor either in

respect of the said work or any other work whatsoever or from the amount of security deposit retained by the Karkhana/Mill.

Contractor to supply plant, ladder, scaffolding etc. And is liable for damages arising from non provisions of light, fencing etc.

Clause 21 - The contractor shall supply at his own cost all material (except such special materials if any as may in accordance with the contract, be supplied from the Karkhana/Mill stores), plant, tools, appliances, equipments, ladders, cordage, tackle, scaffolding, and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted form and whether included in the 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 Consultant / Karkhana / Mill 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 karkhana/Mill at the expenses of the contractor and the expense 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 off a sufficient portion thereof. The contractor shall provide all necessary fencing and tightings required to protect the public from accident and shall also be bound to bear the expense of defence of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceeding to any such person or which may with consent of the contractor be paid for compromising any claim by any such person.

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

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

(a) Suitable scaffolds shall be provided for workmen for all works, that can not be safely done from a ladder or by other means.

(b) A scaffold shall not be constructed, taken down or substantially altered except
(i) under the supervision of a competent and responsible person; and
(ii) as far as possible by competent workers possessing adequate experience in this kind of work.

(c) All scaffolds and appliances connected therewith and
(i) be of sound material.
(ii) be of adequate strength having regard to the loads and strains to which they will be subject
(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 not be over loaded and so far as practicable the load shall be evenly distributed.

(f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffold.

(g) scaffold shall be periodically inspected by the competent person.

h) Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations here-in-specified.

i) (i) working platform, gangways stairways shall

- (ii) be so constructed that no part there of can sag unduly or unequally.
 - (iii) be so constructed and maintained having regard to prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and
 - (iv) be kept free from any unnecessary obstruction.
- (j) In the case of working platform, gangways, working places and stairways at the height exceeding 3 meters.
- (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.
 - (iii) every working platform, gangway, working place and stairway shall be suitably fenced.
- (k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials.
- (l) When persons are employed on roof where there is a danger of falling from a height exceeding 3 meters suitable precautions shall, be taken to prevent the fall of persons or materials.
- (m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.
- (n) Safe means of access shall be provided to all working platforms and other working places.
- (o) The contractor(s) will have to make payments to the labourers as per minimum Wages Act.

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

- (a) hoisting machine and tackle, including their attachments, anchorages and support shall -
 - (i) be of good mechanical construction, sound material and adequate strength and free from patent defect,
and
 - (ii) be kept- in good repair and in good working order.
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable, quality and adequate strength and free from patent defect.
- (c) Hoisting machine and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined position at intervals to be prescribed by the Consultant/Karkhana/Mill.
- (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 18 years shall be in control of any hoisting machine, including any scaffold which, or give signals to the operator.
- (g) In the case of every hoisting machine and of every chain, ring, hook, shake, swivel pulley block used in hosting or lowering or as means of suspension, the safe Working load shall be ascertained by adequate means.
- (h) Every hosting machine and all gear referred to in preceeding regulation shall be plainly marked with the safe working load.

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

Clause 21 C - The contractor shall have to make payment to the labours as per minimum wages Act 1948.

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 Consultant. When such permit is given, and also in all cases when destroying cut or dug up trees brushwood, grass etc. fire; the contractor shall take the necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for and 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 Karkhana /Mill property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Consultant or such other officer, as he may appoint and the estimate of the Consultant subject to the the decision of the Consultant/Karkhana/Mill on

appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in clause or deducted by the Karkhana/Mill from any sums that may be due or become due from Karkhana/talll to contractor under this contract or otherwise.

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

Employment of labour.

Clause 24 - The Contractor shall employ the labourers from the nearest Employment Exchange.

Work on **Sunday**

Clause 25 - No work shall be done on a **Sunday** without the sanction in writing of the Karkhana.

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

Clause 26 - The contract shall not be assigned or sublet without the written approval of the Karkhana/Mill. 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 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 agents to any public officer or person in the employ of Karkhana/Mill in any way relating to his office or employment, or if any- such, officer or person shall become in anyway directly or indirectly interested in the contract, the Karkhana/Miil may thereupon, by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Karkhana/Mill and the same consequences shall ensure as if the contract had been rescinded under Clause 3 hereof an in addition the contractor shall not be entitled to recover or be paid for any . work therefore actually performed under contract.

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

Clause 27 - All sums payable by a contractor by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Karkhana/Mill without reference to the actual loss or damage has sustained, and whether any damage has or has not been sustained.

Changes in the constitution of firm to be notified.

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

Direction and control of the Consultant

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 Consultant, 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 Consultant.

Clause 30 (1) - Except where otherwise specified in the contract and subject to the powers delegated to him by Karkhana/Mill under the code, rules then in force, the decision of the Consultant, for the time being shall be final, conclusive, and binding on all parties to the contract upon all question relating to the meaning of the specifications, designs, drawings, and instructions here in before mentioned and as to the quality or workmanship or materials used on the work, or as to any other question, claim, right matter, or thing whatsoever, in any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

Clause 30(2) -

The contractor may within thirty days of receipt by him of any order passed by the Karkhana/Mill as aforesaid, appeal against to the Government Authority concerned with the Contract/work or project.

stores of European
of American
manufacture to be
obtained from the
Karkhana/Mill,
if any.

Clause 31 - The contractor shall obtain from the Karkhana/Mill 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 an articles required therefor or in connection therewith unless he has obtained permission in writing from the Consultant to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Karkhana/Mill 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.

Lumpsums in
estimates.

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

Actions where
no specifications

Clause 33 - In the case 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 P.W.D. specifications, and in the event of there being no P.W.D. specification, then in such case the work shall be carried out in all respects in accordance with all instructions and requirements of the Consultant.

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 construct to mean the work or work 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.

Compensation under workmen's compensation Act.

Clause 36- The contractor shall be responsible for and Shall pay any compensation to his workmen payable under the Workman's Compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation payable is paid by Karkhana / Mill as principle under Sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by Karkhana / Mill from the contractor under sub-section (2) of the said section. Such Compensation shall be recovered in the manner laid down in Clause 1 above.

Clause 36 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 Karkhana / Mill the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of Karkhana / Mill from any amount due or that may become due to the contractor.

Clause 36 B – The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain' the same in condition suitable for immediate use at any time and shall comply with the following regulations in 'Connection therewith.

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

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

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

Clause 36 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 Act of 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 estimates

Clause 37 - (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 in the quantity of the item does not exceed the tender quantity by more than 25% and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender is not more than Rs.5000.

2) The contractor shall if ordered in writing by the Consultant 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 the 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.

3) Claims arising out of reduction in the tendered quantity of any item beyond 25% will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs.5000/- (The clause is not applicable to extra items,)

4) There is no change in the rate if the excess is less than or equal to 25% Also there is no change in the rate if the quantity of work done is more than 25% of the tendered

quantity but the value of excess work at the tendered rate does not exceed Rs.5000/- (Rupees five thousand only)

(5) The clause comes into operation if the excess in quantity is more than 25% at the same time value of the item due to excess beyond 35% exceeds Rs.5000/-

Employment of famine labour etc. Clause 38 - 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 Karkhana / Mill.

Claim for compensation for delay in starting the work. Clause 39 – 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 40- No compensation shall be allowed for any delay in the execution of the work on account of water, sanding in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, soil, water sanding 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 41- The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Consultant or of his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed, the employment of donkeys and for other animals and the payment of fair wages. Clause 42
(i) No contractor shall employ any person who is under the age of 18 years.
(ii) No contractor shall employ donkey or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (nawar).
(iii) No Animal suffering from sores, lameness of emaciation or which is immature shall be employed on the work.
(iv) The Consultant or Karkhana / Mill 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 Karkhana/Mill for any delay caused in the completion of the work by such removal.
(v) The contractor shall pay wages as per the minimum wages Act to the work-men employed by him in the contract under taken by him, In the event of any disput

arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable this dispute shall be referred without delay to the Karkhana / Mill who shall decide the same. The decision of the Karkhana / Mill shall be conclusive and binding on the contractor but such decision shall not in any way effect the conditions in the contract regarding the payment to be made by Karkhana/Mill at the sanctioned tendered rates.

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

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

(viii) All facilities provided in the contract labour (Regulation & Abolition) Act 1971, the Maharashtra contract labour rules 1971, should be provided.

Methods of payments Clause 43 - Payment to contractors shall be made by cheque drawn on any Scheduled Bank convenient to the Karkhana/Mill provided the amount exceeds Rs.10 Amounts not exceeding Rs. 10 will be paid in cash.

Acceptance of conditions compulsory before tending the work. Clause 44 - Any contractor who does not accept these conditions shall be allowed to tender for works.

Employment of scarcity labour. Clause 45 - If Government declares a states of scarcity or famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Karkhana / Mill, or any person to whom the Kharkhana / Mill may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which may arise in connection with the implementation of this clause shall be decided by the Consultant whose decision shall be final and binding on the contractor.

Clause 46 - 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 price permissible under Hoarding and Profiteering Ordinances, 1948 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender along with tire 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 or that 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.

Maharashtra
Act XIX of
1985 clause
regarding
turnover tax
vide P.W.D.
Circular No.
CAT-
1086/Cr330-
Bldg.-2, dated
10th June
1987.

Clause 46 A - "This tendered rates shall be inclusive of ail taxes, rates- and cases and shall also be inclusive of the tax leviabale in respect of Works Contract under the provision of the Maharashtra Sales tax on transfer of property in goods involved in the execution of Works Contract Act, 1983 (Maharashtra Act No. XIX of 1985).

Clause 47 - The rates to be quoted by the contractor must be inclusive of sales tax. No. extra payment on this account will be made to the contractor.

Clause 48 - In case of materials that may remain surplus with the contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax and the sales tax will be recovered on such sale.

Clause 48 A - Contractor should note that recovery of at penalrate of twice the issue rate will be affected if the contractors do not return the surplus materials and the S.T. & G.T. will also be recovered from them.

Clause 48 B - The contractor should as far as possible obtain the requirement of labour skilled & unskilled from the nearest employment exchange.

Clause 49 – The Contractor shall employ at least 80 percent of the total number of unskilled labour to be employed by him on the said work from out of the persons ordinarily residing in the district in which site of the said work is located.

Provided, however, that if the required number of unskilled labours from that district is not available, 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 Karkhana / Mill obtain the rest of the requirement of unskilled labour from outside district.

Clause 50 - The contractors are bound to pay the labourers according to the Minimum wages Act 1948 applicable to zone in accordance with the orders in Government in Public Works Department Circular No. MWA 10 dated 5-12-88 any differentiation in the types of zones should not entitle the contractor for any claim.

Clause 51 - All amounts whatsoever which the contractor is liable to pay to the karkhana / Mill 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 Karkhana / Mill to the contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Karkhana / Mill to the contractor for execution by him of the work and/or on which advances have been given by the Karkhana / Mill to the contractor shall be deemed to be arrears of the Land Revenue and the Karkhana / Mill may without prejudice to any other rights and remedies of the Karkhana / Mill recover the same from the contractor as arrears of Revenue.

P.W. Dept.
No. CAT /
1284 (120)/
Building – 2
dt. 14/08/85.

Clause 52 -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, provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the sites 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 marks short payment and the Karkhana /

Mill 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 Karkhana / Mill to such workers shall be deemed to be arrears of Land Revenue and the Karkhana/Mill shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the Karkhana/Mill to the contractor hereunder or from amount payable by the Karkhana/Mill to the contractor hereunder or from any other amounts payable to him by the Karkhana/Mill.

Clause No. 53 - Where the workers are required to work near machinery and are liable to such accident should not be allowed to wear loose clothes, like Dhoti, Zaoba etc.

Clause 53 A - The anti malaria and other health measure shall be as directed by the Joint directors (Malaria and Filariasis) of Health Service Pune.

Clause 53 B - Contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.

Clause 53 C - Contractor shall carry out anti malaria measures in the area as per guidelines prescribed under National Malaria Eradication programme and as directed by Joint Director (M & F) of Health Service, Pune.

Clause 53 D - In case of default in carrying out prescribed anti malaria measures resulting increase in malaria incidence contractor shall be liable to pay the Karkhana/Mill the amount spent by Karkhana/Mill on anti malaria measures to Control the situation in addition to fine.

Clause 54 - Relation with public Authorities:

Contractor shall make sufficient arrangements for draining away the sullage water as well as water coming from the bathing and washing places and shall dispose of 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 regulations bye-laws & directions given from time to time by any local or public authority in connection/with this work and shall pay fee or charge which are leviable on him without any extra cost to Karkhana / Mill. Addition Clause turn over Tax (vide Government in Public Works

Departments Circular No. CAT/1088/CR-330/Bidg-2 dated 10th June 1987.

Clause No. 55 – Tendered rates shall be inclusive of all taxes, rates and cesses and shall be inclusive of the tax leviable in respect of the work contract under the provision of the Maharashtra Sales tax transfer of property in goods involved in the execution of works contract Act 1985 (Maharashtra Act No. XIX of 1985)

Clause No. 56 - In view of difficult position regarding the availability of foreign exchange no Foreign Exchange will be released by Karkhana/Mill for purchase of Plant & Machinery required for execution of work contracted for.

SCHEDULE 'A'

Schedule showing (approximately) the materials to be supplied from the Karkhana / Mill stores for work contracted to be executed and preliminary and ancillary works and the rates at which they are to be charged for the conduction of **PROPOSED INCINRATION BOILER & POWER HOUSE BUILDING CIVIL WORK.**

Particulars	Quantity	Rate at which the material will be charged to the contractor			Place of delivery
		Unit	in figure	in words	
1. Cement	Note: Contractor's Materia--	--	--	--	--
2. Mild steel round bar	Note: Contractor's Materia----	--	--	--	--
3. High yield strength deformed bar	Note: Contractor's Materia-----	--	--	--	--
4. Structural steel	--	--	--	--	--
1					

Notes:

- 1) The person or firm submitting the tender should see that the rates In the above schedule are filled up by the Karkhana / Mill / Consultant on the issue of the form prior to the submission of the tender.
- 2) Contractor shall maintain the record of daily consumption of the material for each item executed.

CONDITIONS FOR SCHEDULE 'A'

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

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

Diameters of bars in mm	Weight in kg / Rgm mild steel	weight in kg / Rgm Tor steel
1	2	3
6	0-22	0-222
10	0-60	0-617
12	0-90	0-888
16	1-6	1-578
20	2-50	2-466
22	3-00	2-980
25	3-80	3-854
28	4-80	4-800
32	6-30	6-313
36	8-00	7-990
40	9-90	9-864

- 11) The charges for conveying above materials from the place of delivery to the site of work would be borne by the contractor.
- 12) Cement will be supplied to the contractor in standard packing bags. Twenty bags as equal to one metric tonnes as received from the Suppliers of cement and will be delivered at Karkhana / Mill Stores at the rates mentioned in schedule 'A'.
- 13) Karkhana / Mill shall not be responsible for the loss of cement during transit. Contractors will have to be done by weight batch while mixing if cement is found short in a bag it will have to be made good by the contractor for which additional cement will be supplied by the Karkhana / Mill at issue rate in schedule 'A'.

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

BID CAPACITY DETAILS

BID CAPACITY : The tendered will be qualified only if their available bid capacity is more than the total estimated value of works for which he has offered his bid. The available bid capacity will be calculated as under.

Assessed Available Bid Capacity = (A* N*2) – B where

A = Maximum value of Civil Engineering works executed in any year during the last three years.
(updated to 200-200 level)

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

B = Value of 200-200 price level of existing commitments and going work to be completed during the next ... months.

Note : The statement showing the value of existing commitments and on going works as well as the stipulated by the Engineer in charge, not below the rank of an Executive Engineer.

- p) To qualify for the award of the contract, each Tendered in its name should have in the last three years.
- a) Achieved a minimum annual financial turnover , (in all classes of civil engineering construction work only) of Rs. ----- in any one year.
- b) Satisfactory completed (from start to finish) as a prime contractor of at least one similar work value not less than Rs. ----- in not contractor of 200-200 price level. Financial turnover and cost of completed works of previous years shall be given weight age of 10% per year based on Rupee value to bring them to 200-200 price level.

Contractor

Consultant

SCHEDULE 'B'

APPENDIX

WORK: CIVIL WORK FOR PROPOSED INCINRATION BOILER & POWER HOUSE BUILDING

MODE OF PAYMENT

1. Payment of running account bills will be made on the basis of joint measurements. Payment against R. A. Bill in general will be made once a month and within fifteen days from Consultants Certificate of payment.

2. SECURED ADVANCE

a. Against the materials brought at site, an advance will be paid at 75% cost of materials (Basic cost) only after verification of necessary challans and invoices by the Karkhana / Mill Engineer.

b. 75% advance shall be given to contractor on running bill till certificate is issued.

3 a. Earnest money Rs. 1,63,521=00 /-

b. Initial deposit amount (2.5%) Rs. 4,77,206=55 /- 8,17,607.5/-

c. Total Deposit amount (5.0%) Rs. 16,35,215 /-
9,54,413=10 /-

d. Period of completion of the work : 3 (Three) Calender months.

e. Compensation per week for non completion of the work within the period for completion of the work : Rs. 5,000 /- per week. (Rs. Five thousand per week.)

f. Value of Interim Certificate : Rs. _____

g. Number of Interim Certificate : _____

h. Period for honouring Interim certificates : Twenty days.

I. Period of final measurement : Three months.

j. Defects Liability period : 12 months.

k. Token penalty amount : Rs. _____

Contractor

Consultant

4. Water will be supplied to the Contractor by the Employer at any one point near the building as desired by the Contractor, from where it can be tapped by the Contractor at his own cost. The Contractor shall make his own arrangements for transport and storage of water near site. The Contractor shall satisfy the Consultant before starting the work as to adequate storage, piping and pumping arrangement for curing purpose. Water will be supplied free of cost to the contractor by the Employer.
5. One electric point will be made available on site free of charge to the Contractor. Electricity will be charged at MSEB rates.
6. The word 'Consultant' shall stand for the Consultant himself for all technical purpose and for the owner through their representative for day to day work and owner itself for all other purposes.
7. This contract is under the jurisdiction of court at Latur District.
8. The contractor shall submit bar chart as to the progress of work, manpower utilisation, cement and steel requirements and cash flow required for every month, well in advance, to the Consultant and the Karkhana / Mill.
9. The Contractor shall submit detailed measurements of quantities of each item and bill of quantities worked out on this basis alongwith the application for advance to enable the Consultant to scrutinise them and prepare the certificate for payment. For alternate certificates, the Contractor shall submit bill of quantities based on approximate quantities for the Consultants scrutiny.
10. Part and plumbing and water distribution work will have to be concealed as directed by the Consultant at no extra cost.
11. Tenderer requested to visit the work site of **CIVIL WORK FOR PROPOSED INCINRATION BOILER & POWER HOUSE BUILDING** before submitting the Tender.

Contractor

Consultant

**Name of work :- PROPOSED INCINRATION BOILER &
POWER HOUSE BUILDING CIVIL WORK.**

"DECLARATION OF THE CONTRACTOR"

(See para 8 of detailed Tender notice)

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I / We have based my / our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I / We undertake to use only the best materials approved by Consultant or his duly authorised assistant during execution of the work and to abide by their decisions.

VILAS SAHAKARI SAKHAR KARKHANA LIMITED
AT POST VAISHALINAGAR, TAL. LATUR, DIST. LATUR
NOTICE

1. Cement required for the Project shall be procured solely by the contractor.
2. Reinforcement steel required for the work shall be procured solely by the contractor.
3. Water required for the Project works will be made available by the sugar factory, at one point only, at free of charge. The contractor has to make his own arrangement for distribution lines, as per the rules & regulations and site instruction of the Engineer charge.
4. Electricity required for the Project works will be made available by the sugar Factory, at one point only, at cost. The Contractor has to make his own arrangement for distribution lines, as per the rules and regulations and site instructions of the Engineer.
5. The selected contractors have execute the contract Agreement on the basis of the work order and standard terms and conditions of the Contract Agreement which are enclose with this Tender Set and as prescribed by the Office of the Commissioner of Sugar,
6. All taxed including works Contact Tax to be paid by the Contractor.
7. Clarification, of any item work, Specification, Contract Condition, Schedule of Quantity, Rates. Printing and Typing etc. shall be got clarified prior to filling and submission of the tender to the Sugar Factory. After submission of the Tender and Work Order, the clarification and decision and ruling of the Sugar Factory Architect will be final and binding.
8. Time is essence of the Contract. The work has to be got completed within the stipulated time limit from the date of the work order. The work progress shall be 1/4 work in the 1/4 time, 1/2 work in half time, 3/4 work in 3/4 time and complete work within the time limit.
9. I/We have visited the Proposed Work Site and satisfied myself ourselves as to the location of work site, labor, material, transport arrangement, to be made leads of various material along with the source of supply, and hereby submit the unconditional tender my percentage quotation accepted and signed each and every page of the Tender Form.
10. I/We have gone in detail through the Contract Condition, Special Conditions of the Contract, Derailed Construction Specification, Schedule of items and Rates, tender definitive drawings and agree to carry out the entire wok to the satisfaction of the Sugar Factory Project and Planning Authority and consulting Architect Engineer of the Sugar Factory.

The Managing Director,
Vilas S.S.K. Ltd.,Vaishalinagar,
Nivali, Dist.- Latur.

Subject : Offer for the Tender.

Dear Sir,

We have received Tender for Proposed Incinration Boiler & Power House Building Civil work for Vilas Sahakari Sakhar Karkhana Ltd. Vaishalinagar, Nivali, Dist. Latur.

We are quoting -----% (in word-----Percent) above / below. This is for your information.

Thanking You,

Name of Contractor's

Address of Contractor's

Sign of Contractor's