

**E - TENDER FOR
PROPOSED SUGAR GODOWN No - 8 FOR DR. PATANGRAO
KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD,
MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON,
DIST-SANGLI.**

ISSUED TO -

Civil Engineer

Managing Director

B. S. PATEL (B.E.CIVIL)

ARCHITECTURAL & STRUCTURAL ENGINEER

F-3, SHASHI CHAMBERS, 612, 'E', WARD, 1st LANE

NEAR GOMTESHSTEEL, SHAHUPURI, KOLHAPUR

OFF. (0231) 2653642, (M) 9823057961

Tender form fee receipt no -

Date

DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD,
MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI.
B1- TENDER PAPERS FOR

NAME OF WORK :- CONSTRUCTION OF PROPOSED SUGAR GODOWN No - 8

ESTIMATED COST : - Rs 4,25,86,620/- (Excluding Royalty charges)

PUT TO TENDER

EARNEST MONEY : - Rs 2,13,000/-

SECURITY DEPOSIT:-1) Initial 2.50 % i.e. Rs. 10,64,700/-

2) Balance 2.50 % will deducted from R.A.bills Rs10,64,700/-

ACCEPTED TENDER COST :- Rs.10000 + Rs 1800 (GST) = Rs 11800/-

PERCENTAGE RATE QUOTED: - % At par / Below / Above / Estimate rates

WORK ORDER NUMBER AND:-
DATE

TIME LIMIT : - Four Months (Calendar months & incl. Monsoon.)

EXTENSION GRANTED IF ANY: - i) Up to ii) Up to iii) Up to

ACTUAL DATE OF STARTING :-
OF WORK

DATE OF COMPLETION :-
AS PER AGREEMENT

ACTUAL DATE OF :-
COMPLETION OF WORK

COST OF BLANK :- Rs.10000 + Rs 1800 (GST) = Rs 11800/-

TENDER FORM

PLACE, DATE & TIME OF SUBMISSION OF TENDER :- **DR. PATANGRAO KADAM SONHIRA SAHAKARI
SAKHAR KARKHANA LTD, MOHANRAO
KADAMNAGAR, WANGI, TAL-KADEGAON, DIST- SANGLI .**

Contractor

No. of Corrections

Architect

Important Notes :-

1. Tender received after the specified time is liable to be rejected.
2. No additions or alterations shall be made in drawings, specifications, Schedule of quantities, conditions of contract and the Tender by the tenderer and, if made such tender is liable to be rejected. In case of the successful tender, any such additions and alterations made by the tenderer will be treated as null and void. If the tenderer wants to put any conditions, he must expressly mention them on a separate letter attached on the top of the tender form.
3. In case the tenderer is required to fill in the schedule of rates, he shall quote rate in words as well as in figures in the blank column for each item in the Schedule of quantities and accurately calculate the final column of totals and the final total correct up to the nearest Rupee; Re. 0.50 or over to be treated as One rupee. If the totals and the final total are not calculated by the tenderer, his tender is liable to reject.
4. If on check, differences are found between the rates given by the tenderer in words and figures or in the amounts worked out by him, the following procedure shall be followed.
 - a. Where there is difference between the rates in figures and in words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
 - b. Where the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, then the rate quoted by the tenderer in words shall be taken as correct.
 - c. Where the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the tenderer shall be taken as correct and not the amount.
5. The Employer reserves the right to reject the lowest or any tender without assigning any reason for the same.
6. The decision of the Employer will be given within Three calendar months from the date of receiving the tenders, within which period, the terms of the tender will be binding on the tenderer. The earnest money will be returned to the unsuccessful tenderer within a reasonably short period. If the tenderer, after intimation to him, fails to collect his earnest money deposit within three years of date of intimation, the amount will be automatically forfeited.
7. Schedule of Quantities, Conditions of Contract and Drawings, if issued, must be returned along with the tender duly signed on each page and drawing by the tenderer.

Contractor

No. of Corrections

Architect

8. The tenderer must fill in the enclosed form, giving biodata of his firm; if he wants, he can attach additional biodata details.
9. In case of electrical, sanitation and plumbing work, the tenderer must either possess the required license himself or get the work executed or certified through any agency possessing such a license at his own cost and on his own responsibility.
10. In case of partnership firm, the tender shall be signed with the co-partnership name by a member of the firm who shall sign his own name and address of each member of the firm and attach a copy of the Power of Attorney with the tender. In case of tender submitted by a Company, it shall be signed by its Managing Director or a duly authorised person and shall bear official seal of the Company.
11. In case, payment of earnest money is accepted in form of a bank call deposit which is not normally done, the tenderer shall keep it valid for a period of three months and ten days, commencing from the last due date of submission of the tender and shall not cancel or withhold it for any reason, whatsoever, till the expiry of this period.
12. The tenderer, whose tender has been sanctioned, shall, within ten days of the intimation of sanctioned of the tender, hand over to the Architect, stamp paper of the required value for entering into agreement. Tenderer's failure to comply with this condition within the given time shall give right to the Employer to revoke sanction of the tender and forfeit his earnest money, without any further notice to the tenderer.
13. If any provisional amount is allotted against any item or if it is stated that the actual cost is to depend on work done, the rate and amount against such an item should be left stated in the tender form or left blank if no amount is stated. The amount to be paid for such an item will be calculated at respective tender rates for different items and the general percentage, when quoted by the tenderer has no bearing on the amount stated against the particular item.
14. In submitting proposals for this work, each tenderer will be held to have previously examined the site and satisfied himself as to the conditions under which he will be obliged to operate in performing his part of work or which will, in any manner, affect work under the contract.
15. **Additional security deposit (performance security) as per GR dt. 12.02.2016 , dt 17/03/2016 , 12/04/2017 & 27/06/2017 of P.W.D. Govt . of Maharashtra.**

If the tenderer has quoted the offer below the estimated rates put to tender, in case of percentage rates tender or lower amount than the

Contractor

No. of Corrections

Architect

estimate cost put to tender in case of lum sum tender, then the tenderer shall have to submit Additional security deposit (performance security) in the form of RTGS/Demand Draft / Bank Guarantee of any Nationalized or Scheduled bank in favour of **The Managing Director, DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD, MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI**. The scanned doc. of RTGS/Demand Draft / Bank Guarantee shall be uploaded & submitted in Main Tender (Financial Bid) through E-tendering process, while the original RTGS copy/ Bank guarantee shall be submitted in the sealed envelope in the office of **The Managing Director, DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD, MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI** within 5 working days from the last date prescribed for the receipt of tender.

The amount of RTGS/Demand Draft / Bank Guarantee shall be calculated by the tenderer in accordance with the following manner :-

- i) If the offer below the estimated rates is up to 1 % to 10 % below , then the amount of the RTGS/Demand Draft / Bank Gurantee shall be of the value of 1 % of the cost put to tender.
(For example :- If the rates quotes 1% to 10 % below ,then the amount of RTGS / Bank gurantee should be 1% of the cost put to tender.)
- ii) For bids, if tender offer quotes is more than 10 % below the estimates cost put to tender then the performance security shall be 1% of the cost put to tender + the percentage by which the tender offer more than 10 % below the estimated cost put to tender.
(For example :- if the rates quoted is 17% below than the amount of RTGS /Bank gurantee should be 8% i.e. 1 % of the cost put to tender + (17-10) % of the cost put to tender)

The RTGS/Demand Draft / Bank Gurantee shall be valid up to 3 months for the date of submission of the tende. It should bear MICR & IFS code .

After opening the technical bid if it is found that the tenderer is not qualified for opening his Main Tender (Financial Bid) then his RTGS /Demand Draft /Bank Gurantee shall be returned within 7 Days. Also after opening Main Tender (Financial Bid)except the RTGS of Bank Gurantee of 1st& 2nd lowest bidders , The RTGS/Demand Draft or bank gurantee of other bidders shall be returned within 7 Days .

RTGS/Demand Draft / Bank Gurantee of the second lowest bidder shall be returned 3 days after the issue of work order to the 1st lowest bidder.

In case it is found that the documents RTGS/Demand Draft /Bank Gurantee submitted by the tenderer are false, his earnest money shall be forfeited to Karkhan as well as the registratation of the tenderer shall be suspended for the period of 1year in addition to the other legal action necessary to be taken as per the law.

The work order shall be given to the concerned tenderer after the clearance of the RTGS/Demand Draft / Bank Gurantee submitted by him.

The amount of the performance security shall be refunded as per the tender conditions.

Non submission of the additional security deposits / performance security or submission of less amount of the additional security deposit shall be liable summarily rejection of his tender.

Contractor

No. of Corrections

Architect

The performance security will be returned within 3 months for the satisfactory completion of work (These provisions shall be governed as per the provision in Govt, GR 12.02.2016 , dt 17/03/2016 , 12/04/2017 & 27/06/2017 of P.W.D. Govt . of Maharashtra

Contractor

No. of Corrections

Architect

DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD,
MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI B1-

TENDER PAPERS FOR

NAME OF WORK:-CONSTRUCTION OF SUGAR GODOWN No-8 for DR.
PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD,
MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI.

INDEX

Sr. No.	Description	PeCgs Nos.	
		From	to
1	Instructions to the tender	8	-
2	Brief Tender Notice	9	10
3	Detailed Tender Notice to Contractor	10	18
4	Printed B-1 Agreement Form	19	49
5	Schedule 'A'	50	
6	Conditions for Schedule A	51	55
7	General Specifications and additional conditions	56	76
8	Declaration of the contractor	77	
9	Price variation clause & star rate	78	82
10	Statement no. I,II,III,IV	83	87
11	Appendix	88	99
12	Schedule B	100	105
13	Drawings	106	107

Issued to : -----Registered in Class II & above
 ----- Valid up to----- D. R.

No.

On Dated ----- Dated

Contractor

No. of correction

Architect

INSTRUCTION FOR THE TENDERER

Sr.No Particulars

Please do not forget to attach

1. Receipt of earnest money received in RTGS or Demand Draft by account department of of **DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD, MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI** support of having paid the earnest money
2. Copy of last three years income- tax return for A.Y 2019-20, A.Y. 2018-19, A.Y. 2017-18..
3. Copy of registration certificates.
4. Power of attorney.
5. A list work tendered for and in hand (statement I)
6. A list of works of similar type & magnitude carried out (Statement No II)
7. List of machinery & plants available with the renderer for immediate use on this work (Statement No III)
8. Details of Technical Person on the roll of renderer (Statement IV)
9. Copy of Goods & service tax registration certificate.

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

Contractor

No. of correction

Architect

DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD,
MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI.
E-TENDER NOTICE

Online percentage rate Tender's in B-1 form are invited for the following work from reputed and experienced Contractor's registered in Govt. Dept. in appropriate class and having similar experience on or **before 17/10/2020 Up to 5.00 p.m.** only subject to terms and conditions mentioned below :-

Sr. No	Name of Work	Estimated Cost (In RS) excluding royalty	Time Limit (In Month)	Class of Registration	EMD (In RS)	Cost Of Tender (Non Refundabl e)
1	SUGAR GODOWN No-8	4,25,86,620/-	Four Months (Including Monsoon)	Class II & Above	2,13,000/-	Rs.10000 + Rs1800 (GST) = Rs 11800/-

TERMS & CONDITIONS-

1. The complete bidding process will be online e-tendering & schedules for which is as given below

Bidding documents can be seen & downloaded from -----to-----	Pre Bid meeting	Tender Will receive online till	Technical bid will be opened online o
10.00 AM of 16/09/2020 to 4.00 PM of 10/10/2020	11.00 am of 30/09/2020	Up to 5.00 pm of 17/10/2020	Will be communicate later

Details of the work will be available on Website <https://eprocurement.synise.com> till **4.00 PM of 10/10/2020**

- Pre-Tender Bid qualifying meeting will be held on **30/09/2020** at **Karkhana Office, Wangi, Dist-Sangli** The date of Tender opening meeting will be communicated to the Contractor's well in advance.
- The Negotiation if required will be held only with the Contractor quoting the lowest rate in the Tender.
- Time is the essence of the contract and the work is to be necessarily completed within the specified time limit only.
- The Tenders will be accepted in online form from above website only.
- Civil Contractor's who have done similar type of work (at least two completed work) will be eligible for the Tender and must produce the Architect's work done certificate along with application.
- The Contractor should apply in writing giving details of his registration, past Experience, Income Tax Clearance Certificate and Registration of Good & service tax.
- Conditional Tender will not be accepted in any case.
- Karkhana reserves the Right to reject any or all Tender without assigning any reasons.
- Contractor should pay for royalty on River sand & Rubble . Royalty will be paid extra as applicable after submitting royalty challan.
- Amount of labour insurance will be decucted from R.A. / Final bill amount of contractor & it will be reimbursed after submitting paid challan to karkhana.
- Contractor Should pay amount of tender fee & EMD by D.D. or Cash at karkhana Account Department & Upload Scanned copy of D.D./ Receipt on Website <https://eprocurement.synise.com> for further tender procedure

MANAGING DIRECTOR

VICE CHAIRMAN

CHAIRMAN

DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD, MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI

DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD,
MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI.

DETAILED TENDER NOTICE TO CONTRACTOR

NAME OF WORK :- CONSTRUCTION OF PROPOSED SUGAR GODOWN NO-8

1.1.1. Online percentage rate tenders in B-1 form are invited for the following work from Contractors registered in appropriate class, by Government of Maharashtra from **Class II & above** category and will be received online from website <https://eprocurement.synise.com> in working hours on up to **5.00 pm of 17/10 /2020** Blank Tender and other information will be available on karkhana website from **10 am of 16/09 /2020 to 5 pm of 10/10/2020** on payment of cost each Tender form mentioned below and on production of attested copy of valid registration certificate in the appropriate class.

1. Name of work: **CONSTRUCTION OF SUGAR GODOWN NO - 8**
2. Cost of blank tender form : Rs.10000 +Rs1800 (GST) = Rs 11800/-non refundable)
3. Estimated cost of works : Rs 4,25,86,620 /- (Excluding Royalty charges)
4. Time Limit : Four month(including monsoon)
5. Earnest money : Rs 2,13,000 /-
6. Security Deposit
 - a) Initial Security Deposit : 2.50 % at total estimated cost Rs 10,64,700 /-
 - b) and Further security deposit, :2.50 % to be deducted from R. A. bills Rs10,64,700 /-
7. Last date and time up to which :- 10/10 /2020 On website only.
Blank Tender will be issued
8. Pre-tender Conference :- 2.00 pm of 28/09/2020
9. Date and time of submission of tender: 17/10 /2020 in UP TO 5.00 PM .
10. Probable date and time of opening of tender : Will be communicated to the Contractor.
11. Validity period : 180 days

The offer of the Contractor shall remain valid for acceptance for a minimum period of 180 days from the date fixed for opening of main Tender and there

Contractor

No. of correction

Architect

After until it is withdrawn by the Contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered post Acknowledgment due.

12. The tender notice shall form part of the contract agreement.
13. The tenders are invited on the Consultant design only.
14. The blank tender forms will be sold only to the registered Contractors of appropriate category and above on production of original copy of valid registration on renewal certificate at the time of applying for issue of blank tender forms otherwise blank tender forms will not be issued to them.
15. The tender of firm or company shall in their forwarding letter mention the names of all the partners of the firm or the company (as the case may be) and the name of the partner who hold the power of attorney of any, authorizing him to conduct transaction on behalf of the firm or company.
16. Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/ amendments if any shall be communicated in form of corrigendum or by a letter as may be considered suitable.
17. In case of B-1 Tender, the tender shall enter in the blank space on page Tender for the work of the agreement B-1 form under para **"Tender for the work"** the percentage in figures and words and score out of the words **"below/above"** as necessary under his attestation. In case there is difference between percentage written in figures and words the lower offer will be taken as final.
18. No pages should be removed from, added in or replaced in the tender.
19. Right is reserved to reject any or all tenders without assigning any reason thereof.
20. Tender which do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection.
21. The tender may, in the forwarding letter, mention any points he may wish to make clear but right is reserved to reject the same or the whole of the same become conditional tender thereby.

GENERAL

- a. **Time Limit:** - The work is to be completed within time limit as specified in the notice inviting tender which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period.
- b. **Tender Rate** :- No alteration in the form of tender and the schedule of tender and no addition in the scope of special stipulations will be permitted . Rates quoted for the tender shall as applications to all leads and lift.

Contractor

No. of correction

Architect

- c) **Tender units:-** The tender should particularly note the unit mentioned in the schedule 'B' on which the rates are based. No change in the units shall be allowed. In the case of difference between rates written in figures and words, the correct rate will be the one, which is lower of the two.
- d.) **Correction:-** No correction shall be made in the tender document any correction that are to be made shall be made by crossing the incorrect portion and writing the correct portions above with the initials of the tenders.
- e.) All pages of tender documents, conditions, specifications, correction slips etc; shall be initiated by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of attorney holder in case of firm.

2. EARNEST MONEY:-

2.1 Contractor Should pay amount EMD by D.D. or Cash at karkhana Account Department & Upload Scanned copy of D.D./ Receipt on Website <https://eprocurement.synise.com>

2.2 Valid earnest money exemption certificate will be accepted in lieu of earnest money deposit. The tenderer who are exempted from payment of earnest money deposit should attach attested copy of certificate from Government of Maharashtra regarding exemption from the payment of earnest money.

2.3 Tender of those who do not deposit earnest money in one of the above acceptable forms shall be summarily rejected. Earnest money in any other form of cash or cheque will not be accepted.

2.4 The amount of earnest money will be refunded to the unsuccessful tenderer on Deciding about the acceptance or otherwise of the tender or on expiry of the validity period whichever is earlier.

In case of successful tenderer it will be refunded on his paying the initial security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to **DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD, MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI**

2.5 Earnest money of the unsuccessful tenderers will be refunded on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period whichever is earlier.

Contractor

No. of correction

Architect

TENDERING PROCEDURES

3.1 ISSUE OF BLANK TENDER FORMS:-

Blank tender forms can be purchased from **website** <https://eprocurement.synise.com> **16/09/2020 to 10/10/2020**

3.2 PRE -TENDER CONFERENCE:-

3.2.1. A pre tender conference open to all prospective tenderers will be held at **Karkhana Office Wangi Dist-Sangli on 30/09/2020 at 2.00 pm** in the presence of the architect, wherein the prospective tenders will have an opportunity to obtain clarifications regarding the work and the tender conditions.

3.2.2 The prospective are free to ask for any additional information or clarification either in writing or orally and the reply and to the same will be given by the Karkhana Consultant, in writing and this clarification referred to as common set of conditions, deviations (C.S.D), shall be part of tender documents and which will also be common and applicable to all tenders. The point/points if any, raised in writing and or verbally by the contractor in pretender conference and not finding place in C.S.D, issued after the pre bid conference is /are deemed rejected. In such case the provision in NIT shall prevail. No individual correspondence shall be made there after with the contractor.

3.2.3 The tender submitted by tenderer shall be based on the clarification .additional facility issued (if any) by the department and this tender shall be unconditional. Conditional tenders will be summarily rejected.

3.2.4 **IMPORTANT:** - All tenders are cautioned that the tenders containing any deviation from the contractual terms and conditions, specification or other requirements and conditional tenders will be rejected as non responsive.

3.3 **Manner of submission of tender and its accompaniments:-**

i) Tender shall be submitted online.

ii) Tender shall submit the tender and documents is to be attached online

3.4 Qualified Technical Bid (Documents):-

Following documents required to attached during submission of tender in scan copy.

a) The Cash Receipt / D.D. of Earnest Money Deposit in favour of **DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD, MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI**

b.) Certificate as a Registered Contractor with the Government of Maharashtra Public Works Department in appropriate class as may be applicable (True copy there of duly attested by Gazetted Officer)

Contractor

No. of correction

Architect

c.) Details of Income Tax circle, or ward of the district in which the tendered in assessed to income tax, Tendered PAN No. and complete postal address with pin code And telephone no.

d.) Proof of Appointment of employees including technical personnel by way on valid Profession Tax Registrations Certificate in form PTR/ under sections (1) of sections 5 of Maharashtra GST on Profession, Trade, callings and Employment act 1975, Rule3 (2) from the professional Tax Officer of the concerned district in Maharashtra. The Professional Tax Clearance Certificate with all list of employees duly attached by Professional Tax Officer shall be enclosed. (True copy duly attested by Gazetted Officer). The Contractor/(s) shall not be allowed to tender, if they fail to produce this certificate.

(Applicable for works costing more than 100 lakhs and above only)

e.) **BID CAPACITY:** The tenderer 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 one 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 on 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 period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer.

1. To qualify for the award of the contract, each tenderer in its name should have in the last three years.

2. Achieved a minimum annual financial turn over (in all classes of civil engineering

construction work only) of Rs. _____ in any one year.

3. Satisfactory completed (from start to finish) as a prime contractor of at least one

similar work value not less than Rs. _____ in not more than one contract of 200 – 200 price level. Financial turn over 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

3.3.2 (Main Tender) :- (Financial Bid)

The commercial bid shall contain only the main tender including the common set of condition / stipulations issued by the Karkhana after the pre- tender Conference. A tender submitted without this would be considered as invalid.

Contractor

No. of correction

Architect

The Contractor will have to sign the original copy of the tender papers and the drawing according to which the work is to be carried out. He 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 the considerations to all these factors.

The tender should quote his offer in online tender at the appropriate place under the heading TENDER FOR WORKS. He should not quote this offer anywhere directly or indirectly in qualified technical bid. The Contractor shall quote for the work as per details given in the main tender and also based on the detailed set conditions issued/additional stipulations made by Karkhana as informed to him by a letter from. The Executive Engineer (Sugar), Commissioner of sugar, Pune Per- tender conference. This tender shall be unconditional. Even though the tender meet the above requirement they are subject to the disqualified if they have made misleading or false representations in the forms statement and attachments submitted in proof of the qualifications requirements.

AND /OR

Record of proof performance such as abandoning the work, not properly completing the contract, inordinate delay in completions or work litigations history or financial failures etc.

3.4 SUBMISSION OF TENDER:-

- i) Tender should be submitter online on <https://eprocurement.synise.com>
- ii) The date and time for receipt of tender shall strictly apply in all cases. The tenderers should ensure that their tender is received by online on <https://eprocurement.synise.com> before the expiry of date and time. No delays on account of any cause will be entertained for the late receipt of tender. Tender offered or received after the date and time is over will either not be accepted or if inadvertently accepted, will not be opened and shall be returned to the tenderer unopened

3.5 OPENING OF TENDERS:

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

First of all, qualified Technical Bid of the tender will be opened to verify its contents as per requirements. If the various documents contained in this folder do not meet the requirements of the Karakhana, a note will be recorded accordingly by the tender opening authority and said tenders commercial bid will not be considered for further action but the same will be recorded.

Commercial bid documents shall be opened immediately after opening of qualified Technical Bid, only if contents of qualified Technical Bid are

Contractor

No. of correction

Architect

found to be acceptable to the Karkhana the tendered rate in schedule 'B' or percentage above / below the estimated rates of the agreement B-1 shall then be read out.

3.6 SANCTIONING OF TENDER:-

- 3.6.1 The sanction of tender may be communicated to the Contractor telegraphically or otherwise either by the tender opening authority of **DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD, MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI.**
- 3.6.2 The successful tenderer will be required to producer to the satisfaction of the specified concerned authority, a valid and concurrent License issued in his favour under provisions of the Contract Labour (Regulation and Abolition) Act, 1970 before starting the work. On failure to do so, the sanction of tender is liable to be withdrawn and earnest money forfeited.
- 3.6.3 The tender whose tender is sanctioned will have to give an undertaking in writing to the effect that he/they will pay the labour engaged on the work, the wages as per Minimum Wages act, 1948, applied to the zone in which the work lies and act accordingly.
- 3.6.4 The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees liability Act, 1938, Workmen's Compensation Act 1961, The Contractor Labour (Regulation and Abolition) Act, 1979, and any modification therefore any law relating thereto, and made there under from time to time.
- 3.6.5 The Contractor whose tender is accepted is required to note that no foreign exchange will be released by the Karkhana.
- 3.6.6 The Contractor will have to sign the original copy of the tender papers and the drawings according to which the work is to be carried out. The Contractor shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions and availability of labour and materials and that he has quoted his rates with the consideration to all these factors.

3.7 SECURITY DEPOSIT

The successfully tender shall have to pay 50% initial security deposit in shape of demand draft in favour **DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD, MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI** Nationalized bank in the enclosed form and complete the contact document failing which is earnest money will be forfeited to karkhana .

Contractor

No. of correction

Architect

The balance 50% security deposit will be recovered the R.A bills at 2.5 % of the bill amount

3.7.1 All compensation or other sums payable by the contractor under the terms of this contract or any other contract or any account may be deducted from his Security Deposit or from any sums which may be due to him or may become due to him by karkhana on any account and in the event of the security being reduced by reason of any above noted deductions, the contractor shall within 10 days of receipt of demand from the engineer in charge make good the deficit .

3.7.2 There shall be no liability on the karkhana to pay any interest on the Security Deposit by or recovered from the Contractor.

3.7.3 The Security Deposit shall be refunded after completion of defect liability period prescribed for this contract in accordance ce with the provisions in clause 1 to 20 of the contract.

3.7.4 In the event of the failure of the tender to pay cash security deposit 10 days (unless extended in writing by the Architect /karkhana) From the date of Receipt of notice (sent registered post) of acceptance of his tender, the amount of earnest money shall be forfeited to karkhana/ mill and acceptance of his Tenders , shall be considered as with drawn

4) The right is reserved to revise or amend the contract the contract documents

5) **Examinations of drawings and sites conditions**– The tenderer shall in, his own interest, carefully examine the drawings, conditions, specifications etc. he shall also inspect the sites 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 communication and access to site availability of housing and the facilities, the availability of labour and materials labour camp sites, 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 above or any other factors will be entertained by the karkhana / mill should there any discrepancy, doubt or obscurity as to the tender documents or as to the instructions to be observed by him he shall set forth in writing such discrepancy or obscurity and submit the same to Architect for elucidations as soon as possible.

6) The tender .submitted by the tenderer shall remain valid for a period of 180 days from The due data of opening of tender also see para 2 of the general Rules etc. of contract

7) The contractor whose tender is accepted is required to note that no foreign exchange will be released by the karkhana/ mill.

8) Tender, which do not fulfill all or any of the conditions or are incomplete in any respect are liable to summary rejections.

Contractor

No. of correction

Architect

9) Right to reject any or all tender without assigning reasons therefore is reserved. The Acceptance of the tender lies with the Karkhana /mill.

10) This notice inviting tender shall form part of tender agreement.

11) The successful tenderers will be required to produce to the satisfactions of the specified concerned authority, a valid and concurrent license issued in his favour under the provisions of the contract labour (regular and abolitions) act 1970, before starting the work. Failure to do so acceptance of the tender shall be liable to be withdrawn and security deposit forfeited.

Contractor

No. of correction

Architect

FORM B- 1**PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS**

KARKHANA / MILL :- DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD, MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI

NAME OF ARCHITECT:- B. S. PATEL

**NAME OF WORK: – PROPOSED SUGAR GODOWN No-8
FOR DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA LTD, MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI.**

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 Architect and signed by the Architect.

This form will state the work to be carried out as well as. the date for submitting an 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 tenderer, 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. Design and drawing, estimated rates and any other document

Required in Connection with the work shall be signed by the Architect for purpose Identification and shall also be open for inspection by contractor at the office of the Architect during office hours.

Where the works are proposed to be executed according to be specification Recommended by a contractor and approved by a competent authority on behalf on thekarkhana /mill such specification with design and drawings shall form part of the accepted tender.

2. In the event of the tender being submitted by a firm , it must be signed by each partner there of 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 specification in clause 1 of memorandum (page 4) as and by way of earnest money . the contractor may pay the said amount by forwarding along with tender cash . Receipt or Demand Draft received by the according Department of Karkhana /mil for the like amount in favour of the karkhana/ mill . The said amount of earnest money shall not carry any interest what so ever.

ii) In event of the his tender being accepted, subject to the provisions of sub- clause iii) below. The said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General Conditions of Contract .

Contractor

No. of correction

Architect

iii) If, after submitting the tender the contractor with draws his offer, or modifies the same or If after the accepted 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 forfeited the full amount of the earnest money deposited by him.

iv) In the event of his tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior there to forfeited under the provisions of sub-clause (iii) above, be refunded to him on his passing receipt therefore.

3.) Receipt for payments made on account of any work. When executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as a firm, in which case the 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 receipt 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 Tender which propose any alteration in the works specified in the said form of invitations to tenders ,or in the time allowed for carrying out work , or which contain any other conditions , of any sort will be liable to rejections. 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 separate tender for each. Tender shall have the name and number of the works to which they refer, written outside the envelope.

5.) The duly authorized persons from the Karkhana / mill shall open tender in the presence of contractors who have submitted tender or their representatives who may be present at the time, and he will enter the amounts of the several tender in a comparative statement in a suitable form .In the event of the specifications and other documents mentioned in Rule 1. In the event of tender being , rejected the competent officer shall authorizes 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 authorized by Karkhana /mill to sign on its behalf.

Contractor

No. of correction

Architect

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 Architect 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 the completes and delivers his tender.

9.) All works shall be measured net by standard measure and according to the rules 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 in registered shall, (unless exempted in writing by the Karkhana /mill concerned Produce along with his tender a solvency certificate to the extent of 20% of the tendered cost of work from the collection of the District or Tahasildar of Taluka within he resides or a Bankers 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 along with 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 corrections and additions or pasted slips should be initialed.

13.) The measurement 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 Architects decision as to what is the usual method in use in the Public Works Department will be final.

14.) The tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract, and the value of work that remains to be executed in each case on the date of submitting the tender, in the form at (Appendix 'D') Statement No. 1

15.) Every tenderer shall furnish along with the tender, information regarding the income – tax circle or ward of the district in which he is assessed to income tax the reference to the number of 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. (GCB/PWD/CFM/1058-62517 dt.- 26-9-59)

Contractor

No. of correction

Architect

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 tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition Act, 1973) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Government.

21.) The Contractor shall comply with the provision of the Apprentices Act 1961 and the rules and orders issued 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.

Contractor

No. of correction

Architect

TENDER FOR WORKS

In figures as well
as in words

I / We hereby tender for the execution for the Karkhana / Mill
(Here in before & Here in after referred to be as Karkhana
/mill of the work specified in atPercent below /
Above the estimate rates entered in Shedule 'B' (
memorandum showing items of work to be carried out) and
in accordance in all respect with the specification designs,
drawing & instruction in writing referred to in Rule 1 here of
and in clause 12 of the annexed Conditions of the contract
and agree that when materials for the work are provided by
the Karkhana / mill such materials and the rate to be paid for
them shall be as provided in Schedule 'A' here to

MEMORANDUM

- | | | |
|--|---|---|
| (a) if several sub works are
Include they should be
Detailed In a separate list | 1. (a) General Description | |
| | (b) Estimate cost | Rs 4,25,86,620/- |
| (c) 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 | (c) Earnest money | Rs 2,13,000/- |
| (d) this deposit shall be in
Accordance with paras 211 and
212 of the M.P.W manual | (d) Security Deposit | |
| | i) Initial security deposited 2.50 % DD/RTGS | Rs 10,64,700 /- |
| | ii) To be deducted from current bills 2.50 % | Rs 10,64,700 /- |
| | Total | Rs 21,29,400/- |
| (e) This Percentage where
No security deposit s taken
will vary From 5 percent to
Percent 10 percent according
to The requirement of the case
whereas measured by the cost,
is done security Deposit is taken
see note 1 to clause 1 of
conditions of contract | (e) Percentage, if any to be deducted
from bills so as to make up the total
amount required as security deposit
required as security deposit by the time
, half the percent work , as measured
by the cost is done | Five Percent |
| (f) Give Schedule where ne-
Cessary showing dates by
Which the various items are
To be complete | (f) Time allowed for the work
the date of written order to
commence | Four Cal. Months
Including Monsoon |

Contractor

No. of correction

Architect

2.I/We agree that the offer shall remain open for a acceptance forminim-um period of 180 days from the date fixed for opening the same and ther-eafter until it is withdrawn by me/ us by notice in writing duly addressed to the authority opening the tenders and sent by registered post AD or other-wise delivered at the office of such authority receipt of earnest money rec-eived in Cash or Demand Draft by the Accounting Department of Karkha-na / Mill or term deposit receipt for a period of one year receipt No. Date _____ in respect to the sum of Rs. _____ in words ____-

_____ representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Karkhana / mill should I / We fails 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 deposit as specified in item (d) of the memorandum contained in paragraph (i) above within the time limit laid down in clause(1) of the annexed General Conditionof contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me / us in writing, unless the same or any part thereof has been forfeited as a forfeited.

3.) I / We have secured exemption from payment of earnest money after executing the necessary bond in favour of the Karkhana / mill a true copy of which is enclosed herewith, should any occasion for forfeited of earnest money for this work arise due to failure on my / our part to (i) Abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (i) above within the time limit laid down in clause (1) of the annexed General conditions of contract the amount payable by me / us may at the option of the Karkhana / mill be recovered out of the amount deposited in lumpsum for securing exemption in so far as the same may extend in terms of said bond and in the event of the deficiency out of any other moneys which are due or payable to me / us by the Karkhana / mill under any other contract or transaction of any nature whatsoever or otherwise.

Contactor

No of corrections

Architect

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

Receipt No. _____ dated _____ from the Accounting Department of Karkhana / mill _____ in respect of the sum of Rs _____ is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Karkhana /mill should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause I (A) of the said conditions, otherwise the said sum of Rs.

* Amount to be specified in words and figures.

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

Contractor

Signature of contractor before submission of tender.

Address:-

19

Dated the _____ day of _____

(Witness) :-

Signature of witness before submission of tender.

Address :-
(Occupation)

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

Dated _____ bay of _____ 19 _____

Signature of the officer by whom accepted .

Contractor

No. of correction

Architect

Condition of Contract

Security deposit
PWD Resolution
No.
CAT/1087/CR/94/
Bidg2
date 14-06-89

Clause1:- The Person / Person whose tender may be accepted (here in after 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 cashor Govt . Securities endorsed to the Karkhana /Mill (If deposited for more than 12 month) of Sum Sufficient which will make up the full security deposit specified in the tender or (B) (Permit Karkhana / Mill at 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 events of the contractor depositing a lumps 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 percent of the total estimated cost of the work , it shall be lawfal at the time of making any payment to the contractor for work done under the contract to make up the full amount ofpercent 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 there from , or from any sums which may be due or may become due by Karkhana / Mill to the Contractor under any other contract or transition of any nature on any account what so ever and in the event of his security.

Note:-This will be the same percentage as that in the tender at (e) deposit being reduced by reason of any such deductions 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 deduct-ed 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 / contra-ct 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

Contactor

No of Correction

Architects

Lodged by a contractor shall be refunded along with the payment of the final bill, if the date upto which the contractor has agreed to maintain the work in good order is over. If such date is not over. only 90% amount of security deposit retained by the 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 caring 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 Architect, (Whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by tenderer for every day that the work remains uncompleted, 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 exceeds one month to complete of the work in

do	of the time
do	do
do	do

Compensation for delay

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 Architect.

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

Action When Whole of Security deposit is forfeited

Contactor

No of corrections

Architect

installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause the Engineer, on behalf of the 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 letter head 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 Architect 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 Architect 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 Architect 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 certificate. In the event of either of the courses referred to

Contactor

No of Correction

Architects

in clause (b) or (c) being adopted and the cost of the work executed department 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.

Clause 4:- If the progress of any particular portion of the work is unsatisfactory the Architect or 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 dys notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

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

Clause 5:- In any case in which any of the powers conferred upon the Architect or Karkhana/Mill by clause 3 & 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waxing of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Architect or Karkhana/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 thereof paying or allowing for the same in account at the contract rates, or in the case of rates not being

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

Power to take Possessions of or require removal of or sell contractor plant

Contactor

No of corrections

Architect

Applicable at current market rates to be certified by the Architect 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 authorized agent, require him to remove such tools and plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the 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 Architect 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.

Extension of time **Clause 6:-** If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other grounds. He shall apply in writing to the 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 occurred, whichever is earlier and the Karkhana / mill on consultation with the Architect, 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 Architect (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, door, window, wall, floor or other parts of any building in or upon which the work has been executed the work, nor until the work shall have been measured by the Architect / Karkhana / mill or where the measurement have been taken by his subordinates until they have received approval of the Architect, the said measurement 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 of 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,

Contractor

No of Correction

Architects

but shall have claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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 there of to receive payment proportionate to the part of the work then approval and passing by the Architect, 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 regarded as payment by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Architect from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed or reelected nor shall any such part thereof in any respect or the occurring of claim nor shall it conclude, determine or effect in any other way the power of the Architect as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Architect certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Payment on intermediate certificate to be regarded as advances.

Clause 9:- The rates for several items of work estimated to cost more than Rs. 1000 agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Architect 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.

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

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 requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does

Bill to be submitted monthly.

Contractor

No of corrections

Architect

not submit the bill within the time fixed as aforesaid, the Karkhana/Mill may depute a subordinate to measure up the presence of the contractor or duly authorized 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 descriptions 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 therefore as here in after 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 here to unnnexed) 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 purposee. 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, shall at all times be open for inspection by the Karkhana/Mill. Any such materials unused and in perfect good condition at the time of completion or termination of the contract shall be returned to the Departmental 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 should be kept by the contractor under lock and key and will be accessional for inspection by the Karkhana and Architect at all the times.

Clause 13:- The contractor shall execute the whole and every part of the work in the most substantial and work man like manner and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the architect karkhana / mill and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspections at such office , or on the site of the work during office hours . The contractor will be entitled to receive one sets of contract drawing and working drawing as well as one certified copy of the accepted tender along with work order free of cost. Further copies of the contract drawing and working if required by him, shall be supplied at rate of Rs. 20 pre working drawing except where otherwise specified.

Works to be execute-d in accordance with specifications, drawings, orders, etc.

Clause 14 - The Architect shall have power to make any alterations in our additions o the original specifications , drawing , 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 and the contractor which may be given to him in writing signed by Architect and such alteration shall not invalidate the contract, manner above specified as part of 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 same rates as are specified in the tender for the main work. and if the additional and altered work include any class of work for which no rate is specified in the contract , then such class of work shall be carried out at the rate entered in the schedule of rates of the divisions or at rates mutually agreed upon between the Architect and thecontractor , which ever 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 date of receipt by him of the order to carry out the work, inform the Karkhana/Mill and Architect of the rate which it is his intention to charge for such class of work and if the Architect /Karkhana / Mill does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry

Alterations in specifications and designs not to invalidate contracts.

Rates for works entered in estimate or schedule of rates of the district.

Contactor

No of corrections

Architect

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 insure any expenditure in regard thereyou before the rates shall have been determined as lastly here in before mentioned, then in such case he shall only be entitled to paid in respect of the work carried out or expenditure incurred by him prior to the date to determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Architect. In event of a dispute, the decision of Architect 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 consequences 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 Architect 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 Architect/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 contractor) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the 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 fort with 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 Architect 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 not claim to any payment orcompensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

(2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdrawn from the contractual

Contactor

No of Correction

Architects

obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Karkhana/Mill within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Karkhana/Mill to record the final measurement of the work already done 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 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provision of this clause.

(3) Where the 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 suspensions for payment of compensations to extent of pecuniary of compensations to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having to pay the salary or wages of labour engaged by him during the said period of suspensions provided always that the contractor shall not be entitled to any claim in request or consecutive or in the aggregate or such suspensions or in respect or any suspensions whatever occasioned by unsatisfactory work or any other default on part. the decisions of the Architect 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 90 days:

Or

(iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission on substitution in the specification, drawings, designs, or instructions under clause (14)1 where such curtailment

No claim to
compensations on
account of loss due
to delay in supply of
material by
karkhana / mill

Contractor

No of corrections

Architect

exceeds 25% in quantity and the value of the quantity quantity curtailment beyaond 25% at the rates for the item specified in the tender is more than Rs. 5000/-.

It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) notice under clause 14(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 curt-ailment and require the Karkhana/Mill to take over on payment such material at the rates determined by the Architect, provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The Karkhana/Mill shall thereafter take over the material so 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 Architect.

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

Clause 15A:- 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) Difficulties relating to the supply of railway wagons.
(ii) Force majeure
(iii) Act of God.
(iv) Act of enemies of the State or any other reasonable cause beyond the control of 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 Architect to be reasonable in accordance with the circumstances of the case. The decision of the Architect as to the extension of time shall be accepted as final by the contractor.

Time limit for unforeseen claims.

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 Architect within one month of the case of such claim occurring.

Action and compens-ation payable in case of bad work.

Clause 17:- I f any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Architect/Karkhana/Mill or his subordinate in charge of the work, That any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that

Contactor

No of Correction

Architects

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 Architect/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 Architect/Karkhana/Mill in the written intimation afore-said, 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 case maybe at the risk and expense in all respects of the contractor. Should the Architect 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 therefore.

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 Architect 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 Architect and his subordinate to visit the work shall have been given to the contractor, either himself be present to receive order and instructions or have responsible agent duly accredited in writing present for that purpose. Order given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Clause 19:- The contractor shall give not less than five days notice in writing to the Architect or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof taken that the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in

PWD Resolution No
CAT-1087/CR-94/
Bidge-2 dt 14-6-89

Works to be open to inspection.

Contractor or responsible agent to be present

Notice to be given before work is covered up.

Contractor

No of corrections

Architect

writing of the Architect/Karkhana/Mill or his subordinate inchange of the work and if any 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 expenses and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Contractor liable
for damage done
and for
imperfections.
PWD Resolution
No. CAT-
1087/CR-94/
Bldg-2 dt 14-6-89

Clause20:- If during the period of twelve months from the date of completion as certified by the Architect pursuant to Cluse-17 of the contra-t the said work is defective in any manner whatever , the contractor shall forth with on receipt of notice in that be half from the karkhana / mill duly commence execution and completely carry out at his cost in every respect all work that may be necessary for rectifying and setting right the defects specified the rein including dismantling and reconstructions of unsafe portion-ns strictly in accordance with and in the manner prescribed and under the supervision of the Architect . In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed there for in said notice and/or to complete the same as aforesaid as required by the said notice and/or to complete the same executed and carried out departmentally or by any other agency at the risk on account and at the karkhana / mill the amount of such cost, charges and expenses sustained or incurred by the karkhana / mill of which the certificate. of the Architect / karkhana / mill shall be final and binding on the contractor Such cost , charge and expenses shall be deemed to be arrears of land revenue and on the event of the contractor failing or neglecting to play 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 form 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.

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 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 from and whether included in the specification or other documents forming part of the contract or referred to in

Contactor

No of Correction

Architects

these conditions or not and which may be necessary for the purpose of satisfying or compiling with the requirements of the Architect/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 thereof 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 expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expense of defense of every suit action or other legal proceeding, that may be brought by any person for injury sustained and cost which may be awarded in any such suit action or proceedings to any such person or which may with consent of the contractor be paid for compromising any claim by any such person.

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

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

Clause 21A:- The contractor shall provided suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in corrections therewith-
(a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.

(b) A scaffold shall not be constructed, taken down or substantially altered except

(i) under the supervision of a competent and responsible person; and

(ii) as far as possible by competent workers possessing adequate experience in this kind of work.

(c) All scaffolds and appliances connected therewith and ladders shall.

(i) be of sound material.

(ii) be of adequate strength having regard to the loads and strains to which they will be subjected and

(iii) be maintained in proper condition.

Contractor

No of corrections

Architect

- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be over loaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffold.
- (g) Scaffold shall be periodically inspected by the competent person.
- (h) Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations here-in-specified.
- (i) Working platform, gangways stairways shall
 - (i) be so constructed that no part thereof can sag unduly or unequally.
 - ii) be so constructed and maintained having regard to prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and
 - (iii) Be kept free from any unnecessary obstruction.
- (j) In the case of working platform, gangways, working places and stairways at 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 and
 - (iii) Every working platform, gangway, working place and stairway shall be suitably fenced.
- (k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of materials be provided with the 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 laborers as per minimum wages act.

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

Contactora

No of Correction

Architects

- (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 trackle 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 Architect/Karlhana/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 years shall be in control of any hoisting machine, including any scaffold which or give signals to the operator.
- (g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means
- (h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- (i) In the case of hosting 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 hosting 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 22:- The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Architect. When such permit is given, and also in all

Measure for prevention of fire

Contactor

No of corrections

Architect

Case 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 any damage done in or outside work area. **Clause 23:-** Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Karkhana/ Mill property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Architect or such other officer as he may appoint and the estimate of the Architects subject to the decision of the Architect/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 1 or deducted by the Karkhana/Mill from any sum that may be due or become due from Karkhana /Mill 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 any sums that may be due or become due from Karkhana/Mill to contractor by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour. **Clause 24:-** The employment of female labours on works in neighborhood of soldier's barracks should be avoided as far as possible.

Work on Sunday. **Clause 25:-** No work shall be done on a Sunday without the sanction in writing of the 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 **Clause 26:-** The contract shall not be assigned or sublet without the written approval of the Karkhana/Mill. And of 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 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 office or persons in the employ karkhana / mill in any way relating to his office or employment, or if any such officer or persons shall become in anyway directly or indirectly interested in the

Contactor

No of Correction

Architects

contract, the Karkhana/Mill 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 and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under contract.

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 sustained, and whether any damage has or has not been sustained.

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

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.

Changes in the constitution of firm to be notified

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 Architect, 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 Architects

Clause 30:- 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 Architect 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 so 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.

Direction and control of the Architects

Clause 31:- The contractor shall obtain from the Karkhana/Mill

Contractor

No of corrections

Architect

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

Lump sums in estimates. **Clause 32:-** When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of 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 Architect capable of measurement, the Architect may as his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Architect 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 any class of work for which there is no such specifications as is mentioned in rule 1 such work shall be carried out in accordance with the 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 respect in accordance with all instructions and requirements of the Architect

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 and works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractor's percent-age 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 **Clause 36:-**The contractor shall be responsible for and shall

Contactor

No of Correction

Architects

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/Millas 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 36A:- 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 accidental. 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 36B:- 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 worker shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

(b)

When works 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 36C:- The contractor shall duly comply with the provisions of 'The Apprentices Act, 1961'.(III of 1961) the rules made there under and the order 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.

Clause 37:- (1) Quantities in respect of the several items shown in the tender are approximate and no revision in the

Claim for quantities entered in the.

Contractor

No of corrections

Architect

tender estimates or 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 Architect so to do, also carry out 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.)

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.

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 work.

Contactore

No of Correction

Architects

claim for an extra rate shall be entertained, unless otherwise expressly specified

Clause 41:- The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Architect 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.

Entering upon or commencing any portion of work.

Clause 42:-

(i) No contractor shall employ any person who is under the age of 14 years.

(ii) No contractor shall employ donkeys 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 or emaciation or which is immature shall be employed on the works.

(iv) The Architect or Karkhana/Mill is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Karkhana/Mill for any delay caused in the completion of the work by such removal.

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

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

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

Minimum age of persons employed, the employment of donkeys and for other animals and the payment of fair wages

Clause 43:- Payment to contractor shall be made by cheque drawn on any Scheduled Bank convenient to the Karkhana/Mill provided the amount exceed Rs. 10m Amounts not exceeding Rs. 10 will be paid in cash.

Method of payment.

Clause 44:- Any contractor who does not accept these conditions shall not be allowed to tender for works.

Acceptance of conditions compulsory before tendering the work

Contractor

No of corrections

Architect

Employment of scarcity labour. **Clause 45:-** If Karkhana/Mill 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 certificate to him by the Karkhana/Mill, or any persons to whom the Karkhana/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 Karkhana/Mill may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Architect whose decision shall be final and binding on the contractor.

Maharashtra Act XIX of 1985 Clause regarding Turnover tax vide P.W.D Circular No.CAT-1086/CR -330 - Bidg-2 dated 10th June 1987 **Clause 46A:-** 'This tendered rates shall be inclusive of all taxes, rates and cases and shall also be inclusive of the tax livable in respect of works contract under the provision of the Maharashtra slaes tax on transfer of property in goes involved in the executions of works Contacts Acts,1985 (Maharashtra Act No.XIX of 1985)."

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

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

Clause 49:- The contractor shall employ at least 80 percent of the total number of unskilled labours 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:-Wages to be paid to the skilled laboures engaged by the contractor.

Clause 51:- All amounts whatsoever which the contractor is liable to pay to the Karkhana/Mill in connection with the

Contactor

No of Correction

Architects

execution of the work including to 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.

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 workers employed by him on the site of the work at the

P.W. Dept. No.
CAT/1284(120)/
Building-2
dated 14-8-85.

Contactor

No of corrections

Architect

rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971. If the contractor fails or neglects to pay wages at the said rates or makes short payment and the 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 by the Karkhana / mill.

Schedule A

Particular	Quantity	Rate at which the material will be charged to the contractor.			Place of delivery
		Unit	In figure	In words	
		.			
				Not Applicable	

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 Architect on the issue of the form prior to the submission of the tender.

2.) The rates mentioned in Schedule 'A' are excluding of all taxes and storage charges.

3.) Cement can be reckoned for the purpose of issue at 20 bags per tonne irrespective of actual weight. Loss arising out of shortage of weight in each bag shall be governed by the provisions and conditions 20.1 (i) of special conditions of contract. The rate quoted should correspond to the method of reckoning

4.) No claims for extra payment on account of delay in supply of these materials will be entertained.

5.) The quantities indicated in the above schedule are approximate and may vary as per actual requirement as ascertained by the Karkhana / mill / Architect.

Contractor

No. of Corrections

Architect

6.) The charges for loading, unloading, conveyance etc. for the material shown above from the place of delivery to the site of work will be borne by the contractor and deemed to be included while quoting for the tender. All the materials shall be made available for the delivery on working days during the office hours.

7) All the materials mentioned in the schedule 'A' required for the work shall be taken from the karakhana / mill only. The material from the outer source in lieu of materials in Schedule 'A' shall not be allowed except under written permission from the Architect / Karkhana / mill. The samples of such materials shall be tested at the contractor's cost. The materials not conforming to the required standard shall be removed by the contractor at once from the site of work at his own cost.

8) The contractor will have to construct a shed with double locking arrangements at his own cost.

9) If the controlled materials viz. cement, steel lie unused with the contractor after completion of the work and if they are not returned, the contractor shall pay for such materials at double rate at which the materials were issued to him. Recovery of S.T. and G.T. on cost of surplus materials which are not returned by the contractor will be levied.

10) Proper account of day to day consumption of the materials as per Schedule 'A' be maintained by contractor or his authorized representation on site and it shall be checked by the Representative of Karkhana / mill Architect every day in token of its correctness.

Conditions for materials issued under Schedule 'A'

The issue of materials by the Karkhana / Mill under Schedule 'A' of this contract will be subject to interalia the following conditions:-

1. All the material shall be made available for delivery on working days only during working hours, to be arranged mutually by the contractor between himself and the Store- keeper / civil Engineer. Who-so-ever shall issue the same. The material shall be made available at the place of delivery mentioned in Schedule 'A' of the tender.
2. The contractor shall submit periodically as well as on completion of work, an account of all materials issued to him in a manner as directed by Karkhana / Mill / Architect The contractor shall also furnish an account of previous material issued, before placing demand for further materials. In addition, a separate register shall be maintained on site for recording daily item wise cement consumption of cement issued to them and also item wise consumption of other materials issued under Schedule 'A' as directed. This shall be signed daily by contractor or his representative and representative of Architect / Karkhana / Mill.
3. The quantities in Schedule 'A' is approximate and may vary according to actual and bonafied use as certified by the Architect / Karkhana / Mill Engineer.
4. All the materials mentioned in Schedule 'A' required for the work shall be taken from the Karkhana / Mill only. The materials from other source in lieu of the material in Schedule 'A' shall not be allowed except under written permission from the Architect / Karkhana / Mill. In such case, certificate for its quality shall be produced by the contractor and samples of such materials shall be tested from only nearby Engn / Polytechnic College by the Contractor at his own cost the test result to be supplied to the Karkhana / Mill. The materials not conforming to the required standard shall be removed at once from the site of work by the contractor at his own cost
5. The rates mentioned in Schedule 'A' are excluding of **Goods & Service tax** and storage charges.
6. After issue of any materials for use on bonafide Karkhana / Mill work to contractor if the Architect as certain on any particular date that the portion of such supplied comes to surplus of the requirement of the work, the date of ascertainment will be taken as the date for the purpose of payment of sales tax on such portion and recovered from the contractor as per rules.
7. The contractor shall construct shed/sheds as per direction of the Engineer-in-charge of the work for storing the materials issued to him by this Karkhana/Mill and

Contractor

No. of correction

Architect

8. provide double locking arrangement, out of which one lock shall be with in charge of Karkhana/Mill person, and materials shall be taken for use in presence of the Karkhana/Mill persons only.
9. The contractor shall make his own arrangement for use in safe custody of the materials which are supplied to him by the Karkhana/ Mill.
10. The contractor shall not use cement and other materials under Schedule 'A' in items other than as per this tender except for such ancillary small items as are connected with the absolutely necessary for execution of this work as may be decided by the Architect/Karkhana/Mill.
11. All steel issued under Schedule 'A' which remains surplus with the contractor after use in the work, shall be returned to the Karkhana/Mill. Generally, only full lengths supplied by the Karkhana/Mill shall be taken back by the Karkhana/Mill. However, the Karkhana/Mill may at his discretion, take back bars of particular diameter in any other lengths approved by it, if some are required for use in other works. The rates for the surplus acceptable materials remitted by the contractor at the godown of issue shall be at the prevailing market rates or the rate charged to the contractor, excluding the element of storage charges or the issued rates excluding the element of storage charges at the time of return, whichever is lower. The quantity of such surplus steel as is not acceptable to the Karkhana/Mill may be disposed by the contractor in any manner he likes and the cost thereof shall entirely be borne by the contractor. However, in cases where the materials issued to contractor become surplus owing to change in the design of work after the materials were issued to the contractor, the materials would be taken back from the contractor at the same rates at which they were supplied to him by Karkhana/Mill provided, the materials at the time taking over, were not actually needed and are serviceable.
12. Mild steel / Tor steel bars shall be issued to the contractor on actual weighment. However, for the purpose of payment, the weight of steel bars used to the work shall be calculated on the basis of standard weight per unit length vide table in B 10,13 of Standard Specification Book 1972 edition by B & C Deptt. Hence, claims on account of difference in actual weight and weight calculated on the basis of standard weight per unit length shall not be entertained.
13. Unless otherwise specified, the contractor shall make his own arrangement for securing structural steel such as square bars, flats, rolled steel joists, angles, iron plates, etc. The Karkhana/Mill is neither responsible for securing permit nor to supply required structural steel. However, necessary certificate to the effect that the material is required for the said benefited Karkhana/Mill work, will be issued if required.
14. The charges for conveyance of materials from the place of delivery to the site of work and the actual spot on work site shall be entirely borne by the contractor. No claims on this account shall be entertained.

Contractor

No. of correction

Architect

15. If surplus materials after completion of the work are not returned by the contractor, recovery of such materials at the penal rate of twice the issue rate of these materials shall be made from the contractor. Sales tax and General tax on the cost of surplus materials which are not returned shall also be recovered from the contractor as decided by the Architect. However, it is clear that if any surplus materials returned is in unserviceable or damaged conditions, the same will not be accepted. In such case the cost will be recovered from the contractor as stated above in the clause.

16. Empty asphalt drums will have to be returned to the Karkhana/Mill. In case of non-return of empty asphalt drums recovery at Rs. 50/- (Rs. Fifty only) per drum will be charged to the contractor.

17. The person/firm submitting the tenders should see that the rates in the above Schedule 'A' are filled up by the Karkhana/Mill/Architect of the work on the issue of the form prior to the submission of the tender.

18. The Karkhana/Mill shall not be responsible for the loss in cement during transit. Cement so delivered to the contractor from the Karkhana/Mill stores shall mean 50 Kgs. (equivalent to 1.23Cft.) by weight. The rate quoted should correspond to this method of reckoning. The correction will have to be done by weight bases. While mixing, if cement is found short in a bag, it will have to be made good by contractor for which additional cement would be supplied by the Karkhana/Mill at issue rate in schedule 'A' item or percentage rate quoted for should reckon this.

19. For the purpose of issue rate, the area of A.C. sheets and ridges shall be actual gross size before lying in the roof and each dimension shall be measured at straight line in plain (neglecting extra length due to corrugations etc.)

20. The Contractor shall furnish unstamped receipts for all material issued under Schedule 'A'.

Contractor

No. of Corrections

Architect

Schedule – B**Memorandum showing items of work to be carried out**

Item No.	Quantities Estimated but may be more or less	Item of work	Estimated Rates		Unit	Total amount according to estimated quantities
			In fig	In words		

Note: 1.) All work shall be carried out as per Department Hand book and other specifications of the Division or as directed.

Note:- 2.) Rates quoted include clearance of site. (Prior to commencement of work and at its close) in all respects and hold good for work under all conditions site moisture weather etc.

(Signature of Contractor)

Note to be continued on additional

sheets if found necessary

Signature of Architect

Contractor

No. of Corrections

Architect

**General Specifications and
Additional; Conditions**

(MAJER WORKS)

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

1 Works and site conditions :-

1.1 General Descriptions of work

(Describe type and details of work in brief)

**Name of Work:- PROPOSED SUGAR GODOWN No-8
FOR DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA
LTD, MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI**

1.2 Locations and site conditions

(State locations , approach , communications , quarries , land , water , labour etc , facilities restrictions etc.

Note: - this may form a separate exhaustive chapter In case of major contract or say over RS. One cores,

Contractor

No. of Corrections

Architect

ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

(Note – These are to apply as additional specifications and conditions, unless otherwise already provided for contradictorily elsewhere in contract.)

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 guarantee 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 Architect in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted the matter will be decided according to tender conditions in the absence of such authentic prequalification.

2.2 Errors omissions 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 a 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.

Contractor

No. of Corrections

Architect

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 Architect 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 Architect 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 specifications 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 Architect 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 Architect, 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 Architect, in writing the details of actual methods that would be adopted by the contractor for the execution of any item as required by Architect 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 Architect well in advance of starting of such item of work. The Architect 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 Architect 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 of materials, plant and machinery. The schedule is to be such as is practicable of achievement towards the completion of the

Contractor

No. of Corrections

Architect

whole work in the time limit, the particular items, if any, on the due dates specified in the contract and shall have the approval of the Architect. No revised schedule shall be operative without such acceptance in writing. The Architect is further empowered to ask for more detailed schedule or schedule's 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 Architect. They shall not be permitted, except when specifically allowed by Architect each time, if, requested by the contractor. The contractor shall provide necessary lighting arrangements etc. for night work as directed by Architect 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 Architect. Schedule shall be in the form of progress charts, forms progress statement and/or reports as may approved by the Architect.

(e) The contractor shall maintain Proforma, charts, details regarding machinery, equipment, labour, material, personnel etc. as may be specified by the Architect and submit periodically return there of as may be specified by the Architect.

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 an authorized all-time agent on the work capable of managing and guiding the work and understanding the specific-ations and contract conditions. A qualified and experienced, Engineer shall be provided by the contractor as his agent for technical matter in case the Architects considered this as essential for the work and so directs contractors. He will take orders as will be given by the Architect or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the Architect and his representatives 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

Contractor

No. of Corrections

Architect

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 Architect.

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 Architect or his representative or Karkhana/Mill and his superior offices, and comply with them. The compliance shall be reported by the contractor to the Architect 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 charges 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 authorized field book or measurement book of Karkhana/Mill by the Architect or his authorized 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 Architect/ 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 authorized representative of the Architect/ Karkhana/ Mill. The record of such measurements on the Karkhana/ Mill side be signed 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 entire liability of the contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments made for the such work will not affect this position. The handing over by the contractor and taking over by the Karkhana/Mill or his authorized representative will be always in writing of which copies will go to the Architect or his authorized representative and 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

Contractor

No. of Corrections

Architect

shall be independent of this contract and the supply of machinery shall not from a ground for any claim or extension of time limit for this work.

2.10 Samples and testing of materials

1) All materials to be used on work shall be got approved in advance from the Architects 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 and Bridges or (c) I.S.I. Specifications (Whichever and Wherever applicable) or (d) such recognized specifications acceptable to Architects as equivalent thereto or in absence of such recognized specifications (e) such required test and/or analysis as may be specified by the Architect in order of precedence given above.

2) The contractor shall at his risk and cost make all arrangement and/or shall provide for all such facilities as the Architect may require for collecting, preparing required number of samples for tests or for analysis at such time and to such place or places as may be directed by the Architect and bear all charges and cost of testing. Such samples shall also be deposited with the Architect.

3) 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 incorporation in the work any materials representation by the samples until the required tests or analysis have been made and the materials are finally accepted by the Architect.

4) The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measure required to be taken on account of and as result of testing of the materials.

5) If testing facility is available within the Karkhana/Mill laboratory the contractor or his authorized representative will be allowed to remain present in the Karkhana/Mill laboratory while testing samples furnished by him. However the results of all the tests carried out in the laboratory in the presence or absence of the contractor or his authorized representative will be binding on the contractor. If testing facilities are not available with the Karkhana/Mill the contractor will have to get the samples tested from Govt Polytechnic or Engi. College or any other laboratories approved by the Architect at his own cost.

6) Cost of routine day to day quality control testing charges for tests required as per specifications will be borne by department by sending the same to the concerned laboratories or by establishing laboratory at site.

However the cost of testing of material as directed by Architect for approving a particular material as laid down in para 2.10 (i) to (v) will have to be borne by the contractor.

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 schedule

Contractor

No. of Corrections

Architect

dates for completion specified in each contract/ shall therefore, be strictly adhered to. Each contractor may made 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 Architect 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 Architect'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 include all expenses to cover the cost of night work if and when required and no claim for a additional payment beyond the prices or rates quoted will be entertained. However the contractor will be entitled for refund of royalty paid by him vide clause 35/36 of the printed B2/B1 tender form.

The mode of measurements has been indicated in the specification, if there is any ambiguity or doubt in this respect the decision by the letter.

2.13 Patented device

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

2.14 Temporary quarters

(i) The contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangement, providing housing for them with all necessary arrangements, including fire preventive measure, etc. as directed by the Architect/Karkhana/Mill.

(ii) The contractor shall provide furnish, maintain and remove on completion of the work, a suitable office on the work site for the use of Architect/Karkhana/Mill representative. The covered area exclusive of verandha should not be less than 400 sft. It may have bomboo mating walls and asbestos or corrugated iron roof; paved floor should be 18 inch above ground level. He should provide a basket type latrine, urinals and keep them clean daily. This will be supposed to be included in his rate.

Contractor

No. of Corrections

Architect

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 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 foot-wear to workers, in quarries etc. to protect them against accidental fall of materials from above.
- 3.) Taking such normal precaution 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 any maters cranes, grabs, hoist, dredgersete.
- 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.

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.
- 7.) Avoiding bare live wires etc. as would electrocute work.
- 8.) Making all platform, staging and temporary structures sufficiently strong so as not to cause inconvenience and risk to the workmen and supervisory staff.
10. Providing sufficient first aid trained staff and equipment to be available due to suffocations, drawing and other injuries.

Contractor

No. of Corrections

Architect

- 11) Take all necessary precautions with regard to use of divers.
- 12) Providing full length gum boots, leather hand gloves wire 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 Architect/Karkhana/Mill.

3.2 EXPLOSIVES.

The contractor shall at his own expense construct and maintain proper magazines , if such 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 licenses 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, there with all operations in or for which explosives are employed being at the contractor and upon his sole responsibility and contractor here by gives to Karkhana/Mill are absolute indemnity in respect there of.

3.3 DAMAGES BY FLOODS OR ACCIDENTS

The contractor shall 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 form any other cause, which is in his charge.

3.4 RELATION WITH PUBLIC AUTHORITIES

The Contractor shall comply with all rules , regulations, bye laws 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 Protections 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 protections 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 any thing done or committed to be done by the contractor in executions of or in connections with the work of this contract and against any loss or damage to karkhana

Contractor

No. of Corrections

Architect

/ mill in consequence of any actions or suit beings brought against the contractor for any thing done committed to de done in the executions of the work of his contract.

3.7MEDICAL AND .SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY CONTRACTOR.

a. The contractor shall provide an adequate supply of portable 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 labourers. Separate latrines shall be provided for men and women.

c. The contractor shall build sufficient number of huts on a suitable plot of land for use of the labourers according to the following specifications.

1. Huts of Bamboos and grass may be constructed.

2. A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees, shall be chosen wherever it is available. The neighborhood of tank, jungle, grass or woods should be particularly avoided. Camps should not be established close to large cuttings of earth work.

3. The lines of huts shall have open spaces of at least ten yards between rows. When a good natural site cannot be 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 taking 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 if an 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 500or more person if there is no govt. or other private dispensary situated within 8 kilometers from the Camp. In case of emergency the contractor shall arrange at his cost for transport quick medical help to his sick worker.

Contractor

No. of Corrections

Architect

e. The contractor shall provide the necessary staff for effecting a satisfactory drainage system and cleanliness of the camp to the satisfactions of the Architect/karkhana/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 accommodation 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 ant malaria measures to be provided as directed by the Assistant Director of Public health.

4. QUARRIES

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

4.2 The Contractor shall carry out the work in the quarries conformity with all the rules and regulations already laid down from time to time by Govt. any cost incurred by Karkhana/Mill due to non compliance of any rules or, regulations or due to damages by the Contractor shall be the responsibility of the Contractor . The Architect or Karkhana/Mill or his representative shall be given full facilities by the Contractor for inspection at all times of the working the quarry records maintained, the stocks of the explosives and detonators etc; so as to enable him to check that the working records and storage are all in accordance with the relevant rules. The Karkhana/Mill or Architect or his representative shall at any time be allowed to inspect the work buildings, and equipment at the quarry.

4.3 The Contractor shall maintain at his own cost the biiks, registers, etc; required to be maintained under the relevant rules and regulations and as directed by the Architect or Karkhana/Mill. These books shall be open for inspection at all times by the Architect or Karkhana/Mill or his representative and the contractor shall furnish the copies or extracts of books or registers as and when required.

4.4 All quarrying operation shall be carried out by the Contractor in organized and expenditure manner, systematically and with proper planning. The contractor shall engage licenised blasters and adopt electric blasting and the man engaged in the quarry and its surroundings. The contractor shall himself provide suitable magazines and arrange to procure and store explosive etc; as required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance from the chief Inspector of Explosives and the rules and regulations in this connection as laid down by the Chief Inspection of Explosives from time to time shall be strictly adhered to by the Contractor. It is generally experienced that it takes time to obtain the necessary licence for blasting and licence for storage of materials from the

Contractor

No. of Corrections

Architect

concerned authorities. The contractor must therefore take timely advance action for procuring all such licences so that the work progress may not be hampered.

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

4.6 The quarrying operations shall be carried out by the Contractor to the entire satisfaction of the Architect and the development of the quarry shall be made efficiently so as to avoid wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone which is in the opinion of the Architect not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown at the contractor's cost.

4.7 Since all stones quarried from Karkhana/Mill quarry (if made available) by the contractor including the excavation over burden are the property of the Karkhana/Mill, no stones or earth shall be supplied by the contractor to any other agencies or work are allowed to be taken away for any other works. All such surplus quarried materials not required for work under this contract shall be the property of the Karkhana/Mill, and shall be handed over by the Contractor to Karkhana/Mill free of cost at quarry site duly heaped at the spots indicated by the Karkhana/Mill. The contractor will be entitled to the refund of royalty if any paid, by him for such quantity handed over to Karkhana/Mill for which necessary certificate will be issued by the Karkhana/Mill as per usual procedure. If however, the Karkhana/Mill does not require such surplus materials the contractor may be allowed to dispose off or use such material elsewhere with prior written permission of the Karkhana/Mill. Leaving off a quarry face or opening of a new quarry face shall be done only on the approval of the Karkhana/Mill.

4.8 Quarrying permission will have to be directly obtained by the contractor, from the collector of the District concerned for which purpose the Karkhana/Mill will render necessary assistance. All quarry fees, royalty charges, octroi duties, ground rent for staking materials etc; if any to be paid, shall be paid directly by the contractor as per rules in force. The Contractor will however be entitled to a refund of part of such charges as are admissible under rules as mentioned elsewhere in this contract, after obtaining a certificate from the Karkhana/Mill Engineer/Architect that the material were required for use on Karkhana/Mill works.

4.9 The Contractor will be permitted to erect at his own risk and cost at the quarry site if suitable vacant space of Karkhana/Mill area is available for the purpose, his own structures for stores, offices, etc; at places approved by the Architect. On completion of the work the contractor shall remove all the structure erected by him and restore the site to its original condition.

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

Contractor

No. of Corrections

Architect

5. Definitions

Unless excluded by or repugnant to the context.

(a) The expressive “Architect” as used in the tender papers shall mean for purpose of this contract and shall include their legal representative(s) assign/s or successor/s.

(b) The expressive “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 expressive “Contractor” oused in the tender paper shall mean the successful tenderer whose tender has been accepted and who has been authorized to proceed with the work.

(d) The expressions “contract” as used in tender papers shall mean the deed to contractor there with its original accompaniment and those later incorporated in it by mutual consent.

(e) The expression “ plants” as used in tender papers shall means every temporary and necessary or considered necessary by the Architect to execute construct and maintain the works used in altered, modified , substituted and additional work ordered in the time and the manner here in provided and all temporary materials and specials and other articles or appliances of every sort kind and descriptions whats every or used there of.

(f) “Drawings” shall mean the drawing referred to in the specifications and any modifications of such drawing approved in writing by Architect and such other drawing as may from time to time be furnished or approved in writing by the engineer of the karkhana/ mill.

(g) “Architects” representative shall mean an assistant of the Architect notified in writing to the contractor by the Architect.

(h) ‘Provisional sum’ or Provisional lump sum shall mean lumps sum included by karkhana /mill tender document and shall represent the estimated value of work for which details are not available at time of issue of tender .

(i) ‘ Provisional items’ shall mean items for which approximate quantities have been included in the tender document.

(j) The ‘site’ shall mean the lands and / or other places on or under in or thought which the work is to be executed under the contractor including any other lands or places which may allotted by karkhana / mill or used for the purpose of contract.

Contractor

No. of Corrections

Architect

(k) The 'works' shall mean the work to be executed in accordance with the contract or parts there of as the case may be and shall include all extra or additional altered or substiued works as required for performance of the contract.

6. Traffic Regulation

6.1 Unless separately provided for in the contract. The contractor shall have to make all necessary arrangement 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 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.

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

6.3 The contractor will have to make own arrangements for temporary acquisition of land if required for diversion.

7.0 LEVELLING INSTRUMENTS.

If measurement of items of the work are based on volumetric measurement calculated from levels taken before and after constructions of the item a large number of leveling staves tapes etc. will have to be kept available by the contactor at the site of the work for his purpose .lack of such leveling staves tapes etc in required number may causes delay in measurement and the works The contractor will have therefore to keep sufficient number of these readily available at site.

8.0 Cement Concrete :- (Delete if not applicable)

- (a) The contractors shall carry out all preliminary tests to work out grading and proportioning of aggregates in order to obtain and maintain uniform quality of work. The contractor shall supply all materials, labour and testing cost of preparing and testing samples as required by the Architects unless otherwise specified in the detailed item wise specification 3 cubes 15 cm. x 15 cm. x 15 cm. for testing compression strength, at his cost. The cubes shall be got tested

Contractor

No. of Corrections

Architect

at approved laboratory and the test results, shall not fall below those prescribed in P.W.D. Hand Book. (Table CVP 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 Architect. For controlled or High grade concrete, the grading of aggregates shall be got approved from the Architect.

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 Architect. However, such approval does not relieve the contractor from his responsibility regarding the minimum work 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 Architect.

(C) All mixing shall be done by mechanical means in approved mixers. The Architect 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 Architect 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 Architect.

(f) The concrete shall be cured only by a sweet potable water for fully 21 days after the time of the period specified in the detailed specification or as may be directed by Architects.

9.1 Reinforced concrete work:-

(a) The work included in this contract shall be carried out in addition to this specification detailed herein, in accordance with specification and regulations as laid down in the following standard specifications.

Standard Specifications published by Government of Maharashtra 1972 edition.

I.S.269:- 1958-Specification for ordinary rapid hardening and low heat Portland cement (Revised)

I.S.363:- 1963-Specification for coarse and fine aggregate from natural sources for concrete.

I.S.432:- 1960-Code of practice for plain and reinforced concrete.

Contractor

No. of Corrections

Architect

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

9.2 Load test of building superstructure

In the event of the reasonable doubts as to the quality of workmanship or of materials used in construction the contractor shall carry out a load test on the superstructure for testing one complete unit followed and results obtained. The load test shall be carried out as per specifications.

The test shall be carried out for the full dead load and 12 percent live load including impact by observation of deflections at salient points and comparing them with those computed ones. The two should closely agree with residual deflection after removal of live load after 24 hours and the difference between the two shall not be more than 20% of the maximum ones.

In case there is any deficiency, the same shall be made good by the contractor by necessary strengthening of the un-tested (please see the para7 of the chapter 6 item 24) and necessary improvements shall not be made in the units to be constructed next as warranted by the results of the test.

The next unit will again be tested and process repeated until absolutely satisfactory results are obtained and therest of the work will be carried out according to the procedure giving such result.

This testing will entirely be at the risk and cost of the contractor, its cost being considered to be covered by the rates for the concerned items of the work under this contract and shall form a part of routine testing as far as materials and concrete elsewhere.

9.3 Additional General Specifications For 1:2:4 Ordinary And High Grade Concrete

If the concrete strength falls below that specified for the items and if the

use can be permitted under clauses 303.3.7 of the I.R.C.Bridge Code Sections – III give below the unit (bridge component) may be accepted at the Architect concerned as a substandard work at a suitable reduced rate. Reduced rate will be determined by the Architect concrete at his own cost with all consequent losses and damages.

“Standard Specifications and code of Practice for road bridges sections III Cement Concrete 300.3.7 Standard of acceptance.

- (i) Full payment should be made when 75% of test cube results are equal and above specified strength. Cases falling outside the above limit should be examined and decided by the Architect on merits of each case.
- (ii) The test specimen should be taken by representative of the contractor in presence of responsible officer of the rank of not lower than an civil Engineer of karknar /mill.
- (iii) The test specimen should be formed carefully and no claim shall be

Contractor

No. of Corrections

Architect

entertained later on the ground than the casting of the test specimen were faulty and that the results of the test specimen did not give correct indications of the actual quality of concrete.

- (iv) The minimum quantity of cement per cubic meter of N/15 grade should be 6.17 cement bags as per Standard Specifications books specifications F.B7-A on page 42.
- (v) Payment (a) the payment of such concrete work will not be made till the strengths are ascertained.

10. Collections of Materials

(i) Where suitable and approved karkhana / mill quarries exist the contractor or piece worker will be allowed if otherwise is no objections the materials to the extent required for the work from the quarry. He will be however liable to pay compensations, 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 new quarry in karkhana / mill waste land, private land or land belonging to other states or talukas etc. After opening the quarry but before stating collector the quarry shall be got approved by the Architect or his representative the contractor or piece worker shall pay all royalty charges compensations etc. no claims or responsibility on account of any obstructions caused to executions of the work by the by difficulties arising out of private of land. Will be enter.

(iii) The rates in the tender include all incidental charge such as opening of a quarry opening out a new portions in an existing quarry, removing top soil and the unsuitable material dewatering a quarry cost of blasting powder and fuse , lift, leadrepairs to existing cart tracks making new cart tracks charges , central / state government or municipal taxes local boards cuss etc.

(iv) The rates in the tender are for the delivery of the approved material on road side properly stacked at the places specified by the Architect and are inclusive of conveyance charge in respect of the leads and lifts. No claims on accounts of account of changes in leads 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 karkhan / Mill or his authorized agent. If any materials unauthorized obtain form such places, the contractor as may be decided by the Architect and will have to stop further collection.

(vi) Any material that falls on any P.W.D.Road from the cart etc during conveyance shall be immediately picked up and removed by the contractor or piece

Contractor

No. of Corrections

Architect

worker ,falling 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 ways so as to causes any obstructions or danger to the traffic. The contractor or the piece worker shall be liable to pay for any claims of compensations etc arising out of any accident etc Any such materials causing obstructions 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 materials that falls on the road or track not in charges 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 damages 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 substances and in the road way on ground which has cleaned of vegetations and leveled .on high bans ,ghat roads etc. where it may not be practicable to stack stacked with permissions of the karkhana / Mill Engineer on terms in such a way as to causes minimum danger and obstructions to the traffic or as may be directed by him.

(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 architect) . stacking in one furlong shall be completed before it is started in another , unless directed otherwise , in writing by the Karkhana/ Mill Engineer . Measurement of the materials stacked unless otherwise authorized by the 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 or in two adjoining miles except with the written permission of the karkhana / Mill Engineer.

(xii) Unless otherwise directed , the material shall be collected in the following order according to availability:- (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 roads material shall be examined and masured before it is spread . The labour for measurements (and check measurements whatever carried out) shall be supplied by the contractor or piece worker . Immediately after the measurement are recorded the stacks be marked by the contractor or pice worker by the 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 over again and to prevent any unauthorized tampering with the stacks . If the Contractor or piece worker fails to attend the measurements of material after receiving the notice from the karkhana/ Mill

Contractor

No. of Corrections

Architect

Engineer or his subordinate stating date 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 fall to supply sufficient labour for the material required at the time of measurements or check measurements or check measurements after due notice has been given to him , the expenses incurred on account of employing departmental labour or material etc. shall be charged against his account .

(xiv) No deduction will be made for wide.

11 Miscellaneous:-

11.1 Rates shall be excluding of GST and other taxes etc.

11.2 For Providing electric wiring or water lines etc. recesses shall be provided if necessary through wall, slab , beams, etc, and later on refilled up with bricks or stone ,chipping , cement mortar , with out any extra cost .

11.3 In case it becomes necessary for the due fulfillment 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 afford the

Contractor all the reasonable assistance to enable him to obtain karkhana / mill land for such purpose on usual terms and conditions as per rules of karkhana /Mill .

11.4 The Special provision in detailed specification or working of any item shall gain precedence over corresponding contradictory provision (if any) in the standard specification or P.W.D. hand book where reference to such specification is given with out reproducing the details in contract.

11.5 Suitable separating barricades and enclosures shall be provided to separate material brought by contractor and material issued by karkhana /Mill to contractor under schedule 'A' same applies for the material obtained from different sources of supply.

11.6 It is presumed that the Contractor has gone carefully through the standard specification of P.W.D. hand book and schedule of rate of the division and studied the site condition before arriving at rates quoted by him . Decision of the architect shall be final as regards interpretation of specification .

11.7 The stacking and storage of construction material at shall be in such a manner as to prevents 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 action , 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 material shall be stored on approved platforms .

11.8 For roads and bridge works the contractor shall in addition to the specification cited here , comply with requirements of relevant I.R.C Code practice .

Contractor

No. of Corrections

Architect

11.9 the contractor shall be responsible for making good the damages done to the existing property during construction by his men .

11.10 If it is found necessary from safety point of view to test any part of the structures. The test shall be carried out by the contractor with the helps of the karkhana/ Mill at his own cost.

11.11 The contractor shall provide, Maintain , Furnish and remove on completion , temporary shed for office on worksite for the use of Architect representative.

11.12 Defective work is liable to be rejected at any stage. The Contractor on no account can refuse to rectify the defects merely on reasons that further work has been carried out . No extra payment shall be made rectification.

11.13 In the schedule 'B' the work has been divided in to sections but not with standing this, every part are made for rectification.

11.14 General directions or detailed description of work, materials and items coverage of rates in the specification are not necessarily repeated In the bill of

quantities reference is , however , drawn to the appropriate section clause , of the general specification in accordance with which the work is to be carried out .

11.15 In absence of specific direction to the contrary , the rates and prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described there under and are to cover all labour , materials , wastage , temporary work , plant overhead charges and profits , as well as the general liabilities , obligation and risks arising out of the general condition of contract.

11.16 The quantities set down against the item in the schedule 'B' are only estimated quantities of each kind of work included in the contract and are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded.

11.17 All measurements will be made in accordance with in the methods indicated in the specification and read in conjunction with the general conditions of contract.

11.18 The details shown on drawing and all other information pertaining to the work shall be treated as indicative and provisional only and are liable to variation as found necessary while preparing working drawing which will be supplied by the architect during execution. The contractor shall not , on account of such variation be entailed be to any increase over the ones quoted in the tender which are on quantity basis .

11.19 Clause 101 to 107 of specification of road and bridges work adhered herewith will be applicable to work as per schedule 'B' unless specified otherwise in the details' specification of the relevant items.

11.20 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 , attached to the tender .

Contractor

No. of Corrections

Architect

11.21 Protection of underground telephone cable and aerial telephone wires and poles, transmission tower , electrical cables, and water supplying lines :- During the exaction 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 shall be made good by him at his cost

12 Line out ;-

The contractor shall provide free of charge all labour and material required for lining out , surveying . Inspection decided by the architect as considered necessary for the propose and systematic execution of the work . The Karkhana / Mill will only show the changed points on the alignments of road and it will be the responsibility of the contractor to correctly align the roads straight between point including setting out curves through 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 C.D. 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 instruments and labour in connection with it . Suitably pointed bamboos or wooden stack shall be provided at his cost and firmly fixed at every 60 M on the both sides of embankments to indicates final as well intermediate heights of the embankment. Any errors in position ,level , dimension and alignment etc. shall be rectified by contractor at his expenses . If such error is due to incorrect data supplied in writing by the architect or his authorized representative, the cost of rectification shall be borne by the karkhana / Mill . The Checking or inspection of any setting out of any line or level or work by architect or his representative shall not in any way relieve the contractor of his responsibility for correctness there of . The Contractor shall carefully shall carefully protect and preserve all bench mark , site rails , pegs and stones etc. used in setting out the works marking out the centre line of C.D. works necessary approaches etc. shall be done by the contractor at his own cost as directed by the Architect.

Contractor

No. of Corrections

Architect

Name of work : -

**PROPOSED SUGAR GODOWN No-8 FOR DR. PATANGRAO KADAM SONHIRA
SAHAKARI SAKHAR KARKHANA LTD, MOHANRAO KADAMNAGAR, WANGI,
TAL-KADEGAON, DIST-SANGLI.**

“DECLARATIONS OF THE CONTRACTOR”

(See para 8 of detailed Tender Notice)

I/ We here by declare that I / we have made myself / our selves 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 understood to use only the best materials approved by Architect or his authorized assistant during executions of the work and to abide by their decisions

Contractor

No. of Corrections

Architect

Accompaniment to Government Resolutions
Public works Department No. CAT/06/04/148, Dated 16/05/2005

NOT APPLICABLE

PRICE VARIATIONS CLAUSE

If during the operative period of the contract as defined in conditions (I) below , there shall be any variation in the Contractions Price Index (New Series) for industrial workers forCenter as per Labour Gazette Published by the commissioner of labour, Government of Maharashtra and / or in the wholesale Price Index for all commodities prepared by the office of economic advisor , Ministry of Industry , Government of India or in the price of petrol / oil and lubricants and major constructions materials like bitumen, cement ,steel various types of metal pipes etc then subject to other conditions mentioned below prices adjustment on account of Labour component, Material Component ,Petrol oil and Lubricant component, Bitumen component ,HYSD and mild Steel components ,Cement components ,C.I and D.I pipes components Calculated as per the formula here in after , appearing shall be made . apart from these no other adjustment shall be made to the contract price for any reasons what so ever Components percentage as give below are as give below are as of total cost of work put to tender . Total of labour, Material and POL components shall be 100 and other components shall be as per actual

1) Labour Component	: K1 28%
2) Material Component	: K2 69%
3) POL Component	: K3 3%
4) Bitumen Component	: Actual
5) HYSD Component	: Actual
6) Cement Component	: Actual
7) C.I & D.I Component	: Actual

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

1. Formula For Labour Component

$$VI = 0.85 \times p \times \left\{ \frac{KI}{100} \times \frac{(LI - LO)}{LO} \right\}$$

Where V1= Amount of price variations in rupees to be allowed for labour component
P= Cost of work done during the quarter under considerations Minus the cost of

Cement, HYSD & Mild Steel ,bitumen C.I & D.I. Pipes calculated at the base star rates as applicable for the tender, consumed during the quarter ,under considerations (there star rates shall be specified here)

K1 = Percentage of labour component as indicated above

Contractor

No. of Corrections

Architect

NOT APPLICABLE

1) Bitumen Component	: - RS Per MT @ Ex Refinery ,Mumbai
2) HYSD & Steel Component	: - RS Per MT
3) Cement Component	: - RS Per MT
4) C.I &D.I Component	:- _____
5) Mild Steel –	:- RS 33311.25 per MT
6) TMT Steel –	:- RS35955.00 per MT
7) Structural Steel	: - RS 35426.25 Per MT
8) Cement	:- RS 5446.13 per MT

Lo = Basic consumer price index forCentre shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

L1 = Average consumer price index forCentre for the quarter under consideration.

2) Formula for Materials Component

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

Where,

V2 = Amount of price variation in Rupees to be allowed for Materials component.

P2 = Same as worked out for labour component.

K2 = Percentage of material component as indicated above.

M0 = Basic wholesale price index shall be average wholesale price index for the quarter preceding the month in which to the last date prescribed the month in which to the last date prescribed for receipt of tender, falls.

M1 = Average wholesale price index during the quarter under consideration.

3) Formula for Petrol, Oil and Lubricant Component

$$V3 = 0.85 \times P \times \left\{ \frac{K3}{100} \times \frac{(P1-P0)}{P0} \right\}$$

Where,

V3 = Amount of price variation in Rupees to be allowed for POL component.

P3 = Same as worked out for labour component.

K3 = Percentage of Petrol, Oil and Lubricant Component

P0 = Average price of HSD at During the quarter preceding the month in which the last date prescribed for receipt of tender falls.

P1 = Average price of HSD at During the quarter under consideration.

Contractor

No. of Corrections

Architect

NOT APPLICABLE

4) Formula for Bitumen Component

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

Where,

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

QB = Quantity of Bitumen (Grade) in metric tones used in the permanent works and approved enabling works during the quarter under consideration.

B1 = Current, average ex-refinery price per metric tones of Bitumen (Grade) under consideration including taxes (petrol, excise, sales tax) during the quarter under consideration. B0 = Basic rate of Bitumen in rupees per metric tones as considered for working out value of P or average ex-refinery price in rupees per metric ton including taxes (petrol, excise, sales tax) of bitumen under consideration for prevailing quarter preceding the

last date prescribed for receipt of tender, fails, whichever is higher.

5) Formula for HYSD and Mild Steel Component

$$V5 = \frac{\{S0 (SL1 - SL0)\}}{SL0} \times T$$

Where,

V5 = Amount of price variation in Rupees to be allowed for HYSD and Mild Steel Component.

S = Basic rate of HYSD and Mild Steel in rupees per metric tones as considered for working out value of P.

SL1 = Average steel index as per RBI Bulletin during the quarter under consideration.

SL2 = Average steel index as per RBI Bulletin during the quarter preceding the month in which the last date prescribed for receipt of tender, fails.

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

6) Formula for Cement Component

$$V6 = \frac{\{C0 (CL1 - CL0)\}}{CL0} \times T$$

Where,

V6 = Amount of price escalation in Rupees to be allowed for Cement Component.

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

CL1 = Average of cement index published in the RBI Bulletin for the quarter under consideration.

CL0 = Average of cement index published in the RBI Bulletin for the quarter preceding the month in which to the last date prescribed for receipt of tender, fails.

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

Contractor

No. of Corrections

Architect

NOT APPLICABLE**7) Formula for C.I./D.I. Pipe component**

$$V7 = QdX(D1-D0)$$

Where ,

V7 = Amount of price escalation in Rupees to be allowed for C.I. /D.I. pipe component.
Do = Pig iron basic price in rupees per metric tones as considered for working out value of P.

D1 = Average Pig iron price in rupees per tonne during the quarter under consideration (Published by IISCO)

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

II) The following conditions shall prevail:-

i) The Operative period of the Contract shall mean the period commencing from the date of the work order issued to the contractor and ending on the date on which the time allowed for the completion of the works specified in the contract for work expires, taking into consideration the extension of time, if any for completion of the work granted by Engineer-in-charge under the relevant clause of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the Engineer-in-charge as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant Contract provision, the Price adjustment amount for the balance work from the date of levy of such compensation shall be worked out by pegging the indices L1, M1, C1, P1, B1, SL1, and CL1 to the levels corresponding to the date from which such compensation is levied.

(ii) This price variation clause shall be applicable to all contracts in B-1/B-2 and C forms but shall not apply for piece works. The price variation shall be determined during each quarter as per formula given in this clause.

(iii) The price variation under this clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of clause 38/37 of the contract form B-1/B-2 respectively. Since the rates payable for extra items or the extra quantities under Clause 38/37 are to be fixed as per the current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion / execution of extra items as well as extra quantities under clause 38/37 of the contract form B-1/B-2 extends beyond the operative date of the DSR then rates payable for the same beyond the date shall be revised with reference to the current DSR prevalent at

Contractor

No. of Corrections

Architect

NOT APPLICABLE

that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the Contract, whichever is less.

(iv) This clause is operative both ways, i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the Karkhana shall be entitled to recover the same from the contractor and the amount shall be deductible from any amounts due and payable under the contract.

(v) To the extent that full compensation for rise or fall in costs to the contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.

Contractor

No. of Corrections

Architect

STATEMENT NO. I

Details of work tendered for and in hand as on the date of submission of this tender

Name of the tendered

[illegible]

STATEMENT NO. II**Details of work similar type and magnitude cared out by the contractor.****Name of the tendered**

Sr. No.	Name of work	Cost of work	Date of Starting	Stipulated date of completions	Actual date of completions	Remark

STATEMENT NO. III

Details of plant and machinery. Immediately available with the tenderer for this work

Name of the tendered

Sr. No.	Name of equipment	No. of units	Kind and make	Capacity	Age and Conditions	Present Locations	Remark

STATEMENT NO. IV

Details of Technical Personal available with the contractor.

Name of the tendered

[illegible]

STATEMENT NO. V

Details of work tendered for and in hand as on the date of submission of this tender

Name of the tendered

[illegible]

B. S. PATEL (BE CIVIL)

ARCHITECTURAL & STRUCTURAL ENGINEER ,
 F-3, SHASHI CHAMBERS, 612, 'E', WARD, 1st LANE
 NEAR GOMTESHSTEEL, SHAHUPURI, KOLHAPUR
 OFF. (0231) 2653642, (M) 9823057961

**WORK: - TENDER FOR PROPOSED CONSTRUCTION of SUGAR GODOWN No-8
 FOR DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA
 LTD, MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI**

----- N O T E S -----

1. Quantities are approximate and are likely to vary during actual execution. No claims of the contractor on this account will be entertained.
2. Rates are inclusive of all lifts and leads.
3. All detailed specifications of respective item are as specified in standard specifications book of 1972 edition, public works department.
4. In respective of points not covered by the specifications, the direction of the Architect shall be final and binding on the contractor or his representative.
5. All other specifications not quoted directly in bracket below but quoted in standard specifications book as a part of specifications quoted in bracket are applicable as and when necessary even if page and numbers of such specifications not mentioned in bracket. These specifications are to be read along with other specifications enclosed.
6. **For detail study of additional condition of contract papers & specifications of civil work hard copy is available in karkhana civil office. Contractor should visit site & study detail tender papers before submitting E-tender**

Contractor

No. of Corrections

Architect

B. S. PATEL (B.E. CIVIL)
 ARCHITECTURAL & STRUCTURAL ENGINEER,
 F-3, SHASHI CHAMBERS, 612, 'E', WARD, 1st LANE
 NEAR GOMTESHSTEEL, SHAHUPURI, KOLHAPUR
 OFF. (0231) 2653642, (M) 9823057961

**WORK: - TENDER FOR PROPOSED CONSTRUCTION of SUGAR GODOWN No-8
 FOR DR. PATANGRAO KADAM SONHIRA SAHAKARI SAKHAR KARKHANA
 LTD, MOHANRAO KADAMNAGAR, WANGI, TAL-KADEGAON, DIST-SANGLI.**

----- A P E N D I X -----

- a. Estimated cost – Rs:- 4,25,86,620/- (excluding royalty)
- b. Earnest money – Rs 2,13,000 /-
- c. Initial deposit Amount 2.50 % - Rs 10,64,700/-
- d. Total deposit Amount 5.00 % - Rs. 21,29,400 /-
- e. Period for completion of the work - Four calendar months including monsoon.
- f. Compensation per day for non-completion of the work within the period for completion of the work – Rs. 15,000 /-
- g. Number of Interim certificates – One every month.
- h. Period for honoring Interim certificates – fifteen days.
- i. Period for recording measurements – Four days.
- j. Period of final measurements – Three months.
- k. Defects liability period – One year.
- l. Token penalty amount Rs. 10000 /- and more depending upon as per severity of error.
- m. Electricity power will be Free of charge to the contractor (**For Construction works only**) and made available on site at one point. At the time of M.S.E.B. load shedding contractor should use his own generator set, no extra cost will be paid for them.
- n. Water will be supplied Free of charge to the contractor 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 arrangement for Transport, pumping and storage of water near site.
- O. The estimated quantities are approximate and all quantities are likely to vary substantially. No extras will be paid for variations

Contractor

No. of Corrections

Architect

- p. The contractor should quote his rates taking into account the tax as per Maharashtra works contract act, turnover act and any other taxes applicable in contract as in force on the date of submission of tender. GST will be paid extra as applicable contractor should after submitting paid challan of GST
- q. This contract is under jurisdiction of court at Sangli
- r. Any dispute regarding this contract, except regarding clauses in which the Architect's decision is final and binding, shall referred to an arbitrator or panel of arbitrators acceptable to both the parties and the Architect.
- s. The word 'Architect' shall stand for the Architect himself for all technical purposes and for the karkhana himself for day to day work and all other purposes.
- t. The contractor is assumed to have seen the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be carried out.
- u. The contractor shall be responsible for maintaining the site free from accumulation of rubbish. He shall haul away all debris arising from time to time.
- v. The contractor shall make his own arrangement for his workers' camp and staff accommodation, the karkhana shall provide open space for labour camp to the contractor. Contractor should produce Covid-19 test report of labour before arriving at site. The contractor is responsible for controlling labours, so as not to cause any nuisance, damage or loss in karkhana premises.
- w. The contractor should take 'All risk' policy insurance of the work of at least 30% of the tendered amount and arrange for insurance for his labour and labour license.
- x. The contractor is advised to take precaution while constructing safeguard the building, other constructions and machinery. The Contractor shall make good all damages, so caused, at his own cost to the satisfaction of the Karkhana.
- y. The Contractor should arrange scaffolding as directed by the Architect to inspect the work of roofing and allied work.
- Z.The Contractor shall submit detailed bar chart as to the progress of work, manpower utilization, steel and cement requirement and cash flow required for every month, well in advance, to the Architect and Karkhana.
- Z1.All materials, fittings, fixtures shall be of heavy & high quality within the scope of specifications. Samples of materials like fittings of doors, windows, etc. should be got approved within two months from the award of tender.

Contractor

No. of Corrections

Architect

- Z2. First quality materials and workmanship will be insisted upon. The contractor should take this factor in mind before quoting the work.
- Z3. First quality materials and workmanship will be insisted upon. The contractor should take this factor in mind before quoting the work.
- Z4. Following minimum full time technical staff shall be kept employed on the work:
- 1) Project-in charge: Two engineer with degree or diploma in Civil Engineering.
 - 2) Mistries: Four.
- For the period, above staff is not on site, deduction will be made in Contractor's running bill at Rs. 20,000/- and Rs. 10,000/- per month, respectively.
- Z3. First quality materials and workmanship will be insisted upon. The contractor should take this factor in mind before quoting the work.
- Z4. Following minimum full time technical staff shall be kept employed on the work:
- 1) Project-in charge: Two engineer with degree or diploma in Civil Engineering.
 - 2) Mistries: Four.
- For the period, above staff is not on site, deduction will be made in Contractor's running bill at Rs. 20,000/- and Rs. 10,000/- per month, respectively.
- Z5. The employer reserves the right to add or omit execution of items for sake of economy. The decision will be given with prior intimation to the contractor about omission of items from the scope of work. No claim by the contractor for this will be entertained.
- Z6. All concrete work shall be machine mixed.
- Z7. The Karkhana will supply hardcrete and admixture free of cost, the Contractor should use without any additional charges for mixing, etc.
- Z8. **Intended Weigh Batch Mix for M15,M20,M25 grade concrete for all Major Concrete works. Should be as per Design Mix.**
- For non-structural work:**
- a) **Intended volumetric mix for M15 grade concrete for all grades of cement is as below :**
 1 bag of cement + 2 boxes of sand + 1 box of grit + 2 boxes of metal + 28 liters of water + waterproofing compound / Plasticisers / hardener / Air entraining agents as required. (Box size – 300 x 450-x 300 mm deep.)
 - b) **Intended volumetric mix for M20 grade concrete for all grades of cement is as below :**
 1 bag of cement + 1 box of sand + 1 box of grit + 1 box of metal + 30 liters of
- | | | |
|------------|--------------------|-----------|
| Contractor | No. of Corrections | Architect |
|------------|--------------------|-----------|

- water + waterproofing compound/Plasticizers/hardener/Air entraining agents as required. (Box size- 300x450-x300mm deep.)
- Z9. All shuttering to be of plywood except there are impracticable places where there is coving or at end corners. Use of needle vibrator & surface vibrator for all concreting work will be insisted. Only weigh batch machine mix concrete by concrete pump will be insisted for all type of concrete work. Steel pipe props to be used. All shuttering materials like steel props, wooden planks, plywood sheets, steel sheets, etc. shall be examined and certified for its use by the Architect. The contractor shall use demoulding oil for shuttering and Cemprover, Ask-O-Stick or similar type materials on R.C.C. surface for finishing after hacking the surface. Only double scaffolding will be insisted for all work. All the R.C.C. work should be form finish so that plastering is not required for slab soffit. If honeycombing is occurred at slab soffit then the contractor has to plaster to honeycombing slab soffit without any extra cost.
- Z10. Upon completion of glazing work & after Architect has approved the glass installation, all glasses should be thoroughly cleaned & all labels, paint spots & other defacement shall be removed. Cleaning solution shall not etch or stain painted or finished surface or affect the glazing compound. Cracked, broken or imperfect glass to be replaced at no additional cost to the owner. Protect all glasses from damage
- Z11. Cement consumption for every item will be as per P.W.D. specifications. Variation between actual cement consumption and ideal cement consumption is to tally reasonably with P.W.D. specifications. Allowing 5% variation; less cement consumed than above will be debited at double penal rates at the Contractor's account
- Z12. Minimum equipment on site should be as under:
 1) One mixer 2) Two Vibrator with three needles each 3) Mortar mill 4) Hand pump for watering 5) Slump testing cone 6) Set of sieves 7) One weigh batch machine 8) Surface vibrator 9) Three welding machine (1 should be diesel operated) 10) one pug mill 11) One bending machine 12) one erection boom.
- Z13. In order to prevent disputes arising out of penalty amount, daily progress log book shall be kept with the Employer to monitor progress of daily work. The log book shall be filled in Karkhana's representative and Contractor.
- Z14. The Contractor/ his chief Site Engineer should attend Architect's head office at least twice a month for solving of difficulties/ co-ordination / clarification etc. to ensure that the tempo of work is not hampered.
- Z15. The Contractor (sole proprietor / one of the partners/ directors) , must visit the site one day prior to the Architect's visit, make a list of problems/ difficulties

Contractor

No. of Corrections

Architect

(technical and other), along with the Employer / Employer's site –in- charge , to enable him to attend the Architect's visit with due diligence . Even otherwise should also visit the site once a week minimum. Failing which a penalty of Rs. 2,500/- for the Architect's visit and Rs. 1,000/- for weekly visit will be levied.

- Z16. The Contractor should strictly follow instructions given by the Architect during his site visit and implement these before his next visit. If the Contractor fails to do so a penalty fine of Rs. 1000/- to 5,000/- per such instructions will be deducted from Contractor's bill during every subsequent visit.
- Z17. The Contractor to submit weekly progress report to the Employer and Architect mentioning work done, stages of work, labour and material at site, material issued by the Karkhana and other relevant details.
- Z18. For all non-tendered items, prior written approval of the Karkhana / Architect for their rates and quantities should be got obtained before commencement of work for such item.
- Z19. The Contractor should maintain proper muster and salary register of workers employed on this project as prescribed by Labour office under the Minimum Wages Act.
- Z20. It is the Contractors responsibility to pay all royalties against basic materials & he should not claim for its payment in additions to tendered rates. Also he should submit all Xerox copies of royalty receipt of materials coming at karkhana site. (River Sand, rubble etc.)
- Z21. It is the Contractor's responsibility for laying of one or two layers of Ramplast sheet below flooring if required as directed at no extra cost. Only the sheet will be supplied free of charge by the karkhana.
- Z22. Concrete saw cutting machine will have to be used for dummy joints for joint less floor. Rate of concrete flooring is inclusive of PVC floor separator and kicker.
- Z23. The Contractor shall satisfy the Architect before starting the work as to adequate piping and pumping arrangement for curing purpose.
- Z24. Full payment of structural concrete items will be done only after confirmation that the concrete test reports are in order. It is the Contractor's responsibility to take at least four cubes as per latest IS practices for every 25 cum of concrete. They should be duly numbered serially and signed datewise by the site- in-charge and tested by the Contractor at his own cost from the nearest Polytechnic / Engineering College Laboratory. A logbook of test report is to be kept. Awaiting test results the Contractor will be paid 80% of the full amount

Contractor

No. of Corrections

Architect

due to him.

- Z25. The Contractor shall maintain nine numbers of test cube moulds.
- Z26. All steel to be used for the fabrication work should be free from rust. Cleaning with Rust converter will be insisted on before applying primer coat.
- Z27. Suitable parts of fabricated members will be prepared and transported on site. Nuts and bolts can be used to join these parts on site. Bolt holes shall be drilled and not punched. All fabricated steel will be painted with one coat of approved red oxide zinc chromate primer before erection. Fabrication work is to be done at site. All shop fabrication should be completed, examined and shop painted and then brought on site.
- Z28. The Contractor shall make his own arrangement for tools, tackles for hoisting and erection. At least one welding set (electric) should be kept on site at the time of erection, for minor changes and other work. Automatic/ modern type of machinery welding and cutting will be preferred to ensure best workmanship.
- Z29. If section mentioned in the drawings are not available in the market and if the Employer and Architect are convinced about it, alternative sections are to be decided by the Architect at his discretion.
- Z30. ISI specifications regarding process and quality of welding for structural steel to be followed.
- Z31. Welding should be as per Architect's written and site instructions and must be done to his entire satisfaction, both side welding will be insisted where required.
- Z32. All gussets, base plates and sizes of minor members etc., will be paid as per detailed drawings.
- Z33. All extra holes in beams, columns, etc., will have to be provided as directed, free of charge.
- Z34. Nuts and bolts and washers will be paid at the same rate for minor work. No extra consumption will be given for welding and washers. Weight of fabricated members will be worked out from ISI handbook. Bolt holes will not be deducted. The Contractor is assumed to have incorporated for burning allowance and rolling margin over weights in his tendered rate.
- Z35. All bolted joints are to be fully welded after erecting the structure. The Contractor shall provide additional cleats to transport to columns. No extra will be paid for cleats except for payment of additional weight at tendered rate.

Contractor

No. of Corrections

Architect

- Z36. Token penalty amount can be applied if deviation from quality mentioned in tender, specifications & drawing or for laps in speed or laps in manual strength if not sufficient.
- Z37. Contractor should note that Brown PVC packing tape to be used to close centering crevices. Also the pre-cast concrete covers for slab, beam, columns are to be used.
- Z38 Plumbing & water distribution work will have to be concealed as directed by Architect, at no extra cost.
- Z39. The Employer reserves the right to stop the work at any stage, if the Architect's opinion, if however, in spite of all care of realignment of trusses is not structurally or practically feasible or unsafe.
- Z40. If asked, the Contractor should submit rate analysis for some important tender items.
- Z41. The contractor should note that for extra items, D. S. rates with lead and lift charges with tender premium (plus or minus) will be applicable.
- Z42. Following quantity of consumption of materials for fabrication work is intended. Contractor must keep sufficient proof for the said consumption.
1. Rust Converter or cleaning steel work : 3.0 Lits. Per M. T.
 2. Red oxide zinc chromate primer : 3.0 Lits. Per M. T.
 3. Synthetic enamel paint (Two coats) : 6.0 Lits. Per M. T.
 4. PVC coated 'J' Bolt : 9 Nos. per sheet.
- Z43. The contractor should strictly maintain register for all the sundry material duly signed by the factory, civil Engineer / Architect's site Engineer. If the material consumption is less than the standard requirements, such item will not taken into account for payment or will be paid as per reduced rate decided by the Architect.
- Z44. No extra rates other than those in estimate will be paid for decorative R.C.C. work like round column, folded stair, moulded cornice, etc.
- Z45. If used M20 concrete instead of M15 concrete, no extra beyond D. S. R. rate difference will be paid for M20 concrete.

Contractor

No. of Corrections

Architect

- Z46. **The amount of labour insurance will be deducted from contractors R.A bill /Final bill & it will re-embursed to him after submitting paid challan of labour insurance .**
- Z47. All reinforcement will have plastic bar supports to be provided at no extra cost, available form:
 Shreekant Shinde, Vishal Sangrulkar,
 Plot No. 24, New Timber area, 'Vishal Enterprises'
 South Shivaji nagar, 1052, E – Shahupuri,
 Sangli – 416416. Kolhapur.
 Ph. No. 237306, 2326607 Ph. No. 2533765
- Z48. Weight of actual steel fixed to be paid as per standard book of weights. Wt.of binding wire will not be taken in account.
- Z49. The shuttering of column, beam, lintel, & coping sides should be removed after 48 hours of casting. The bottom of slab in general should be removed after 7 days and for slab spanning 4.5m or more, lintel & beam for span upto 6m should be removed after 14 days of casting. The bottom of beam of span above 6m should be removed after 21 days.
- Z50. The contractor shall work in close harmony with other contractors. He shall arrange the sequence of work in such a manner that the work is not delayed.
- Z51. The drawings for the work are tentative. The actual work will vary according to the working drawings & R.C.C. Drawings issued from time to time.
- Z52. All extra holes in beams, columns, etc. will have to be provided as directed, free of charge.
- Z53. The Contractor /his chief Site Engineer should attend Architect's /Engineer 's head office at least once in week for solving of difficulties/co-ordination/clarification etc. to ensure that the tempo of work is not hampered.
- Z54. Contractor should pay for Royalty. It will pay to contractor after submitting challan of royalty to karkhana

Contractor

No. of Corrections

Architect

Z54 Following makes of material or any other makes approved in writing by the Architect shall be used in the work.

S.R No.	Name of Company	Address
1	P.V.C. Coated 'J' bolts	Nilesh fabricators Dhotri Gally, Gangavesh, Kolhapur. Ph. No. 2541049. (M): 09822043448.
2	Welding rods	Advani, Modiarco E6013 S Ultra Overcord-S.
3	Bolts	Tata, Unbrako
4	Primer – Red oxide Zinc chromate	Garware, ICI, Berger.
5	Waterproof cement paint	Super Snowcem, Teracem, Topcem.
6	Synthetic enamel paint	Dulux' –ICI, 'Luxol-3' – British, 'Pammel' – Garware
7	Oil bound distemper	Asian paints
8	Apex paint	Asian paints
9	. A. C. Sheets	Everest (Lifeguard)
10	Fiber glass sheets & FRP gutters	Technos-N-Plastos, Amba Kripa', Mangeshkar Nagar, Subhashnagar, Kolhapur- 416002.. Ph.No. 2645519, 2672129.
11	PVC. Pipes	Caliplast, Prince,Jain PVC, Supreme,Finolex
12	M.S. hollow pipe framed Glazed window ,M.S.Panelled door	Omkar Industries 13 B,Khadlkar chowk, Datta Mandir compound, Sangliwadi,SANGLI. Ph.(0233) 2535047
13	G.I. pipes	Zenith, Tata (B class)

14	Multiplas	M/S. Vijay Engineering services, Shop No. 5, Siddhivinayak Aparts. Surve Colony, Tarabai Park, Kolhapur. (Ph. No. 0231 – 2659276)
15	Murum compactor (5 HP)	J.K. vibrating compactor, H – 2, MIDC., Satara – 415004. Ph. No. 244443
16	Bricks	Any approved quality bricks approved by the Architect.
17	Expansion joint fille 25mm thick profeel pad	M/S. Shradha Distributors, 277, Mangalwar peth, P. O. Madhavnagar, Sangli-416406. 09422040342 / 2311242.
18	Demoulding oil (Algiformcoat) Polysulphide sealent	M/S. Khatendra Vitarak, 3015, 'A' ward, Tarabai Road, Kolhapur – 416012, Ph. No. 0231–2529846, Telefax. : 252372
19	Cement	43 Grade (ACC,Ultratech)
20	Reinforcement steel	Fe 500 TMT- SAIL Vizac,TATA
21	Structural Steel	SAIL,Vizac,TATA (E-250 GRADE FOR CONVENTIONAL STRUCTURAL STEEL & E -350 GRADE FOR PEB STRUCTURE) CONFIRMING TO IS 2062 :2011 & Is 266 :1975
22	R.C.C. Louvered Jalli	Supreme Concrete &Mosaic tiles. C.S. No. 3083/E, Lonar Vasahat Naka, Near Railway Goods Road, Kolhapur-416 005. Ph: (0231) 2653461 / 2651257.
23	Vitrified tiles	Kjaria/jonhson/RAK/somany
24	Ceramic tiles	Murudeshwar Ceramics Ltd. 12-A, Parvaaz complex, Below IBM, Shankar Sheth road, PunePh no. (020) 26359524.
25	Glazed tiles	Somany/Johnson
26	Glass	Modiguard float glass
27	Aluminium sections	Zindal

28	Putty	Atul
29	G.I.Fittings	Zolotto brand
30	Aluminium Zinc alloy ColourcoatedGalvaniumsheet	Tata Blue scope
31	Bib cock- "Sharp" make Stop cock-"Jar" make	M/S. Mistriji Traders, 1960, C,Laxmi road, Kolhapur. Ph.no.- (0231) 2644383, 2644223
32	Sanitary ware	Parryware 'Cascade

Z45. Following are the drawings in connection with the work:

Sr. No.	Name of the Drawing	Drawing No.
---------	---------------------	-------------

1.	Working drawing	A-2 & A2-a
----	-----------------	------------

And any other drawings or sketches issued by the Architect from time to time

Contractor

No. of Corrections

Architect

**ESTIMATE OF PROPOSED SUGAR GODOWN No-8
FOR DR. PATANGRAO KADAM SONHIRA SAHAKARI
SAKHAR KARKHANA LTD, MOHANRAO KADAMNAGAR,
WANGI, TAL-KADEGAON, DIST-SANGLI**

B. S. PATEL B. E. (CIVIL)
ARCHITECTURAL & STRUCTURAL ENGINEER
F-3, Shashi Chambers, Near Gomtesh
Steel, 612, E', Shahupuri 1st Lane, Kolhapur
Ph No. - 0231-2653642 Cell No. - 98230-57961

I.NO	DESCRIPTION	QTY.	UNIT	RATE	AMOUNT
1	Excavation for foundation in earth, soil of all types, sand, gravel including removing the excavated material upto a distance of 50 m beyond the building area & stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering, including shoring & strutting, etc. complete. (Lift upto 1.5 m.) spec.No. Bd.A.1. Page No.259	527.000	Cu.m	166.23	87604.05
2	Excavation for foundation in earth, soft murum including removing the excavated material upto a distance of 50 m beyond the building area & stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering, including shoring & strutting, etc. complete. (Lift upto 1.5 m.) spec.No. Bd.A.1. Page No.259	176.000	Cu.m	166.23	29256.76
3	Excavation for foundation in hard murum including removing the excavated material upto a distance of 50 m beyond the building area & stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering, including shoring & strutting, etc. complete. (upto 1.5 m.depth) spec.No.Bd.A. 3 Page No. 259	109.000	Cu.m	182.11	19850.38
4	Excavation for foundation in hard murum including removing the excavated material upto a distance of 50 m beyond the building area & stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering, including shoring & strutting, etc. complete. (below 1.5 m.depth) spec.No.Bd.A. 3 Page No. 259	142.000	Cu.m	227.64	32325.16
5	Filling in plinth and floors with approved excavated materials in 15 cm to 20 cm layers including watering and compaction complete Spec.No.Bd.A.10 Page No. 262	715.500	Cu.m	101.64	72726.85
6	Filling in plinth and floors with contractor's soil, sand or murum in 15 cm to 20 cm layers including watering and compaction complete Spec.No.Bd.A.11 Page No. 263	5683.000	Cu.m	465.87	2647550.58
7	Providing 150 mm thick compacted thickness of 75 to 100 mm oversize metal (soaling) including 25 mm blindage, stacking as directed, spreading broadest face downward & pointed portion upward, compaction with 8 to 10 T power roller to proper grade & camber, including necessary labour, materials & artificial watering, and diversion of traffic etc. complete. Spec. As directed by Engineer in charge.	520.000	Cu.m	1546.41	804135.28

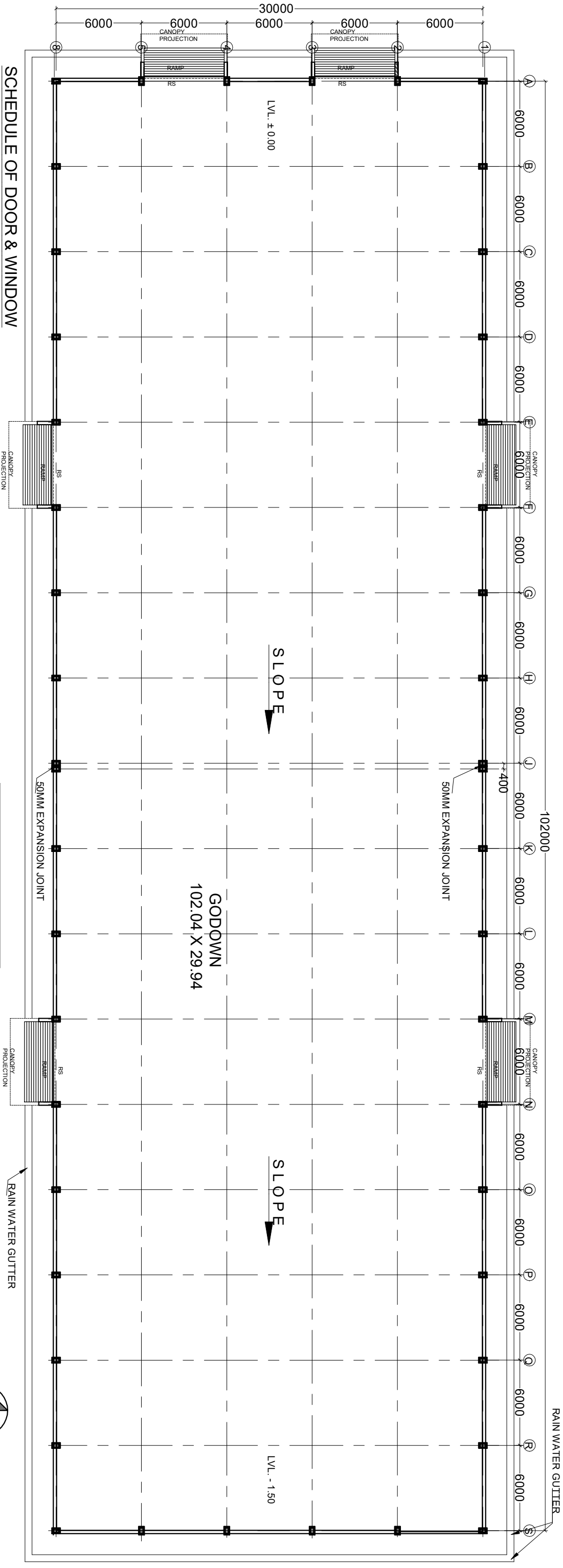
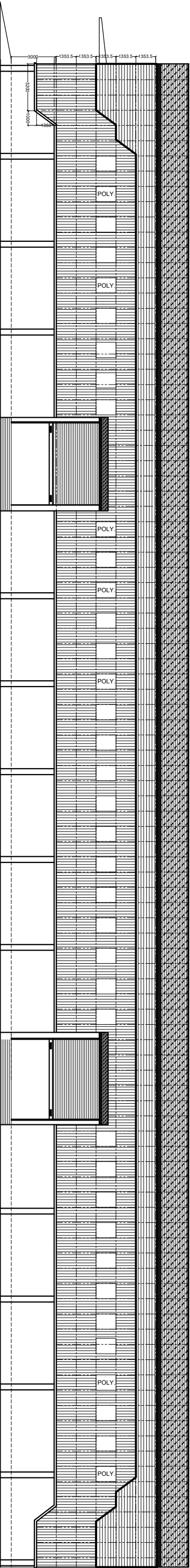
8	Providing and laying in situ, cement concrete in 1:4:8 of trap /granite /quartzite /gneiss metal for foundation & bedding including bailing out water, formwork, compacting and curing complete. A) WITH VSI SAND / M-SAND Spec.No.Bd.E.1 Page No.287	401.000	Cu.m	5177.10	2076017.66
9	Providing and casting in situ cement concrete in M-15 of trap/ granite/ quartzite/ gneiss metal for R.C.C.coping to plinth or parapet and sill of doors and windows moulded as per detailed drawings or chamfered as approved by the Engineer including centering, formwork, cover blocks compacting and roughening them if special finish is to be provided and curing complete. (Excluding reinforcement).With fully automatic micro processor based PLC with SCADA enabled reversible drum type concrete mixer With natural sand. Spec. No.: Bd. F. 12 Page No. 304 & B-7, Pg 38 A) WITH VSI SAND / M-SAND	10.000	Cu.m	5873.55	58735.54
10	Providing and laying 100 mm thick RCC flooring with cement concrete M-20 of trap /granite /gneiss metal including bailing out water formwork, compacting and carrying out trimix treatment with groove cutting 4mm wide, 35mm deep with necessary refilling with bitumen, etc. complete. A) WITH VSI SAND / M-SAND Excluding steel reinforcement) (As directed by Engineer in charge)	3469.000	Sq.m	725.86	2518013.74
11	Providing and laying in situ cement concrete M-20 of trap /granite /quartzite /gneiss metal for R.C.C work in foundations like raft, strip, foundations, grillage and footings of R.C.C. columns and steel stanchions etc. including bailing out water, formwork, compaction and curing, roughening the surface if special finish is to be provided (Excluding reinforcement & structural steel) complete. A) WITH VSI SAND / M-SAND Spec.No.Bd.F 3 Page No.298 and B-7, Page No.38	81.000	Cu.m	6418.83	519925.31
12	Providing and casting in situ cement concrete M-20 of trap /granite /quartzite /gneiss metal for R.C.C. columns as per detailed designs and drawing or as directed including centering, formwork, compacting, and roughening the surface if special finish is to be provided and curing complete A) WITH VSI SAND / M-SAND (Excluding reinforcement). Spec.No.Bd.F 5 Page No.300 and B-7, Page No.38	104.000	Cu.m	12293.05	1278477.55
13	Providing and casting in situ cement concrete M-20 of trap /granite /quartzite /gneiss metal for R.C.C. beams & lintels as per detailed designs and drawing or as directed including centering, formwork, compacting, and roughening the surface if special finish is to be provided and curing complete. A) WITH VSI SAND / M-SAND (Excluding reinforcement). Spec.No.Bd.F 6 Page No.300 and B-7, Page No.38 upto 380m levil	52.000	Cu.m	10870.03	565241.36
	3.80m to 7.60m levil	4.347	Cum	10969.11	47682.70

14	Providing and casting in situ cement concrete M-20 trap /granite /quartzite /gneiss metal for R.C.C. Chajja & Canopy as per detailed designs and drawing or as directed including centering, formwork, compacting, and roughening the surface if special finish is to be provided and curing complete A) WITH VSI SAND / M-SAND .(Excluding reinforcement). Spec.No.Bd.F.9.Page No.303..	3.000	Cu.m	12236.94	36710.81
15	Providing and fixing in position mild steel / HYSD bar reinforcement of various diameters for R.C.C. pile caps, footings, foundations, slabs, beams, columns, canopies, staircase, newels, chajjas, lintels, pardis, copings, fins, arches, etc. as per detailed designs, drawings and scheduled, including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required, etc., complete. (Spec.No. Bd.F.17, Page No 306)				
	TMT steel FE 500 upto 3.80m lvl	40.467	M.T.	66446.80	2688902.77
	TMT steel FE 500 3.80m to 7.60m lvlv	0.652	M.T.	67072.61	43734.70
16	Providing structural steel work in trusses, other similar trussed purlins , columns , rafters , structural platform etc with all bracing, gusset plates etc. as per detailed designs and drawings or as directed including cutting , fabricating, hoisting, erecting fixing in position , making rivetted/ bolted/ welded connection and one coat of anticorrosive paint and over it 2 coats of oil painting, etc., complete. Spec. No. : Bd.C. 8 Page No. 278	247.00	M.T	75617.67	18677564.19
17	Providing uncoursed rubble masonry of trap/ granite/ quartzite/ gneiss stones in cement mortar 1:6 in foundations and plinth of inner walls/ in plinth of external walls including bailing out water, striking joints on un exposed faces and watering complete. Spec.No.Bd.H.1 Page no.329 A) WITH VSI SAND / M-SAND	265.00	Cu.m	4909.94	1301134.87
18	Providing second class Burnt Brick masonry with conventional/ I.S type bricks in cement mortar 1:6 in foundations and plinth of inner walls / in plinth external walls including bailing out water, striking joints on unexposed faces, raking out joints on exposed faces and watering, Complete.Spec.No.Bd.H.1 Page No.329 A) WITH VSI SAND / M-SAND	63.00	Cu.m	6828.59	430201.35
19	Providing second class Burnt Brick masonry with conventional / I.S type bricks in cement mortar 1:6 in superstructure including striking joints, raking out joints watering and scaffolding complete. Spec.No.Bd.G.5 Page No.315 A) WITH VSI SAND / M-SAND				
	Upto 3.80m lvl	181.00	Cum	7023.41	1271237.57
20	Providing internal cement plaster 20mm thick in a Two coats in cement mortar 1:3 without neeru finish to concrete or brick surfaces, in all positions including scaffolding and curing complete. Spec. No. Bd.L.4 Page No.368 (WITH NATURAL SAND)				
	Upto 3.80m lvl	857.00	Sqm	437.78	375175.28
	3.80m to 7.60m lvlv	78.00	Sqm	441.79	34459.42

21	Providing sand faced plaster externally in cement mortar using approved screened sand, in all positions including base coat of 15 mm thick in cement mortar 1:4 using waterproofing compound at 1 kg per cement bag curing the same for not less than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment 6 to 8 mm thick in cement mortar 1:4 finishing the surface by taking out grains and curing for fourteen days scaffolding etc.complete. Spec. No.: Bd.L.7 Page No. 369 (WITH NATURAL SAND)				
	Upto 3.80m lvl	1565.00	Sqm	732.12	1145773.84
	3.80m to 7.60m lvlv	15.60	Sqm	738.91	11527.06
22	Providing waterproof cement plaster 20mm thick in two coats in cement mortar 1:3 with cement finish 1.5mm thk. to concrete,brick surface in all positions including scaffolding and curing complete. (WITH NATURAL SAND)	276.000	Sq.m	494.96	136608.69
23	<i>Providing and laying cement concrete IPS flooring 50 mm thick with smooth cement finish for waterproofing M-20 concrete laid to proper level and slope in alternate bays including compaction filling joints, marking lines to give appearance of tiles of 30cm x 30cm or other size laid diagonally / square etc. finishing smooth (with extra cement) in any colour as directed and curing complete. Spec.No. : Bd.M.7 Page No.383 (WITH NATURAL SAND)</i>	494.000	Sq.m	532.46	263037.12
24	Providing & applying washable oil-bound distemper of approved colour and shade to old & new surfaces in two coats including scaffolding, preparing the surfaces. (Including the primer coat.) complete.Spec. No.: Bd.P.5 Page No. 413				
	Upto 3.80m lvl	857.00	Sqm	73.59	63063.72
	3.80m to 7.60m lvlv	78.00	Sqm	74.28	5793.96
25	Providing and applying two coats of appex paint of approved manufacture & color to the plastered surfaces including scaffolding if necessary, cleaning & preparing the surfaces, watering for two days, complete. (including priming coat) spec. No. Bd. O. 8, page No. 406				
	Upto 3.80m lvl	1565.00	Sqm	228.42	357477.30
	3.80m to 7.60m lvlv	15.60	Sqm	230.54	3596.35
26	<i>Providing and fixing colour coated Zinacalume (R) AZ150 (min 150 gms/sq.mt. total on each side) profiled sheets for roofing & cladding (P.P.G.I) . The feed material is manufactured out of nominal 0.45mm Base Metal Thickness (BMT) (0.5mm TCT), Hi-strength steel with min.550 MPa yield strength, metallic hot dip coated with Aluminium-Zinc alloy (55% aluminium 43.4% zinc 1.6% silicon) with COLORBOND (R) steel quality super durable polyester paint coat (with inorganic pigment). The paint shall have a total coating thickness of nominal 35 um, comprising of nominal 25 um exterior coat on top surface and nominal 10 um reverse coat on back surface. Profile sheet shall have nom. 950-1050 mm</i>	5095.000	Sqm	577.84	2944111.10

	effective cover width and nominal 25-30 mm deep ribs with subtle square fluting in the five pan at nominal 180-250 mm center-to-center. The end rib shall be designed for anti-capillary groove. & return leg. The feed material should have coil manufacturers product details marked a regular interval. Including fasteners with min. fastened with min. 25 um Zinc-Tin alloy coated, Hex head, self-drilling screw etc. complete. (weight of profile 4.52 kg / sqm) Spec :As directed by Engineer in charge Spec. As directed by Engineer in Charge (Basic rate 380 Rs /Sqm) (Actual laid area will be paid.)				
27	Providing and fixing 2.00mm thick Polycarbonate corrugated sheet roofing and cladding of approved make with 15cm lap, including 8mm dia. G.I. J or L. hook bolts or 8mm dia. G.I bolts and nuts, G.I coach screws, with G.I. and special neoprene washers as per drawing, Also provide additional "j" hook at four corners of sheet etc. , complete. (Actual laid area will be paid.) (Basic rate 1022 Rs /Sqm) Spec. As directed by Engineer in Charge	566.000	Sqm	1362.23	771023.36
28	Providing and fixing ridges or hips, flashing in Aluminium Zink alloy coated Bare Galvalume sheet with 0.5 mm thickness, including the necessary screws, fixtures & fittings as per the Engineer's suggestions, etc., complete. Spec. As directed by Engineer in Charge (Basic rate 291.67 Rs /Rmt)	228.00	Rmt	424.61	96811.31
29	Providing and fixing North Light curve in Aluminium Zink alloy coated color coated Galvalume sheet roofing of 0.5 mm thickness, including the necessary screws, fixtures & fittings as per the Engineer's suggestions, etc., complete. Spec. As directed by Engineer in Charge (Basic rate 291.67 Rs /Rmt)	240.00	Rmt	424.61	101906.64
30	Providing and fixing rolling shutter fabricated from steel laths of minimum thickness 0.9mm with lock plate of 3.15mm thickness reinforced with 35x35x5mm angle section fitted with sliding bolts and handles for both sides, deep M.S. channel section of depth and thickness not less than 65mm and 3.15mm respectively with hold fast arrangements, M.S. Bracket Plate 300 x 300 x 3.15mm minimum size and shape with square bar, suspension shaft of minimum 32mm diameter, hood cover of M.S sheet not less than 0.9mm thickness and of any size at top and safety devices including mechanical gear operation arrangement consisting of worm gear wheels and worms of high grade cast iron or mild steel and one coat of red lead primer etc. complete.(I.S. 6248 - 1979) (Spec.No.: Bd.T.55.Page No. 510)	210.00	Sq.m	4419.43	928080.55
31	Providing and casting in situ cement concrete 1 : 1 : 1 trap /granite /quartzite /gneiss metal for Cement Grouting to the top surfaces of foundations & to pocket holes as per detailed designs and drawing or as directed including curing complete. Spec.As directed by Engineer in Charge	0.86	Cu.m	12690.84	10945.85

32	Providing and laying cement concrete pipe of I.S. 458:2003 NP-2 class of required diameter in proper line, level & slope including providing, fixing collars in cement mortar 1:2, curing etc. complete. (b) 600 mm. Dia. Spec :CD.7 Page.No. 162	36.000	Rmt.	2459.59	88545.33
33	Providing, laying & fixing P.V.C. pipe of 75mm dia. with fittings such as bends, tees, reducers, clamps, etc. including necessary excavation, trench filling etc. complete. Spec : As directed by Engineer In Charge	55.200	Rmt	364.23	20105.34
34	Providing expansion joints in R.C.C. framed structure (Exterior columns) with plain premoulded filler 25mm thick & 3mm thick alluminium plate, hold fast, fixing T. W. battens of internal face, finishing, etc. complete. as directed. Spec. No. : Bd. K. 1, Page No. 359	6.00	Sq.m	3591.45	21548.70
		TOTAL			42586620.12
		SAY			42586620.00



SCHEDULE OF DOOR & WINDOW

TYPE	SIZE	DESCRIPTION
R.S.1	5.50 X 5.00	M.S. ROLLING SHUTTER WITH GEAR MECHANISUM

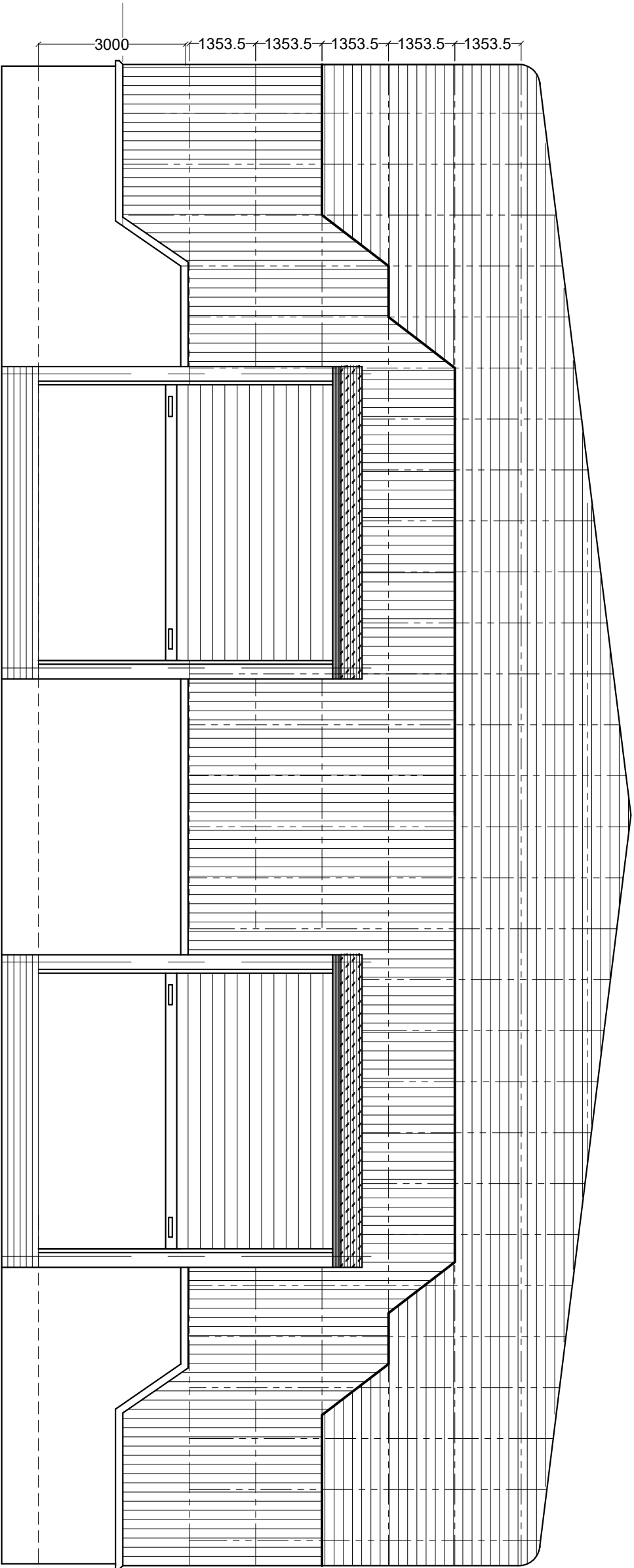
FOR TENDER PRUPOSE ONLY

REV. NO.	DISCRPTION	DATE	ISSU TO	DATE	PRINT	DRG. TITLE :-	PLAN FOR GODOWN NO -8	DATE	DRN. BY
			CLIENT	13-09-20	1	JOB. TITLE :-	SONHIRA SAHAKARI SAKHAR KARKHANA LTD. AT-WANGI, DIST-SANGLI	13-09-20	SAGAR
									CHECK. BY
									B.S. PATEL
									DRG. NO.
									A-2

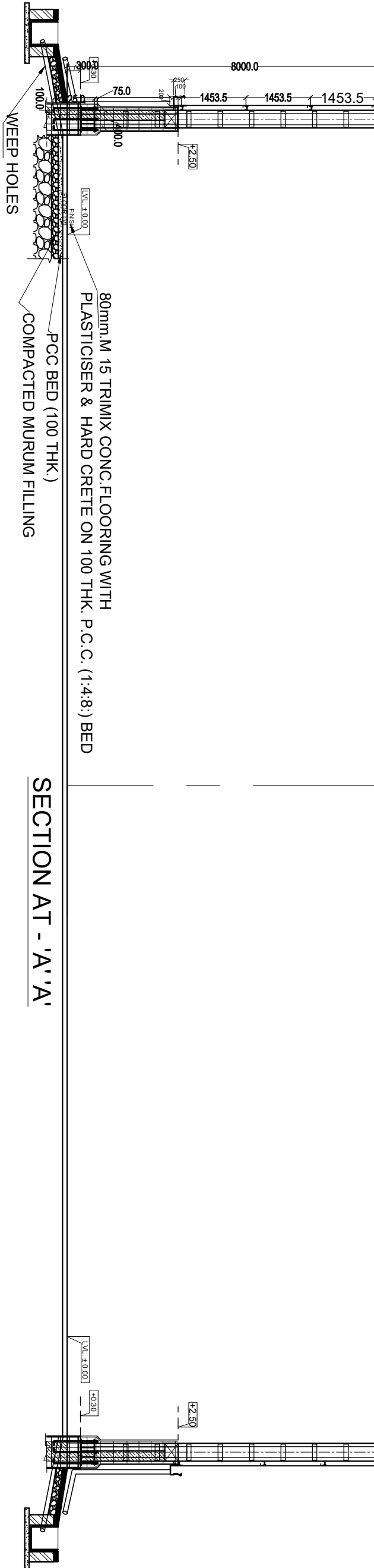
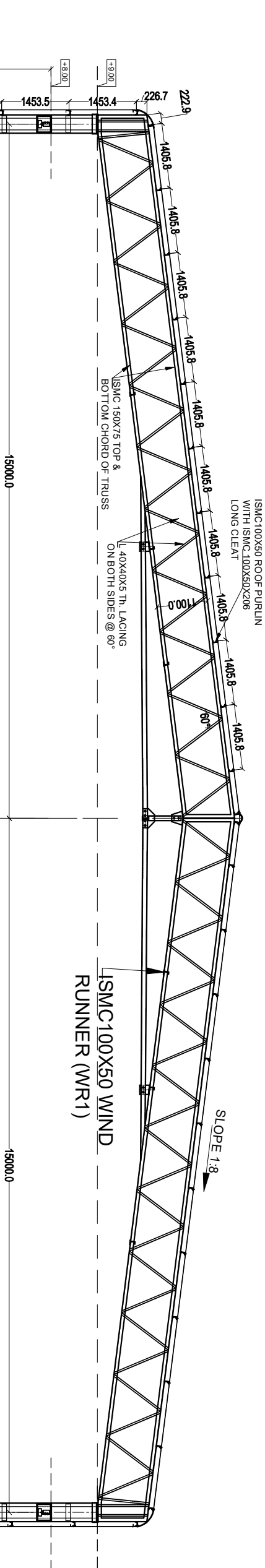


B. S. PATEL

B.E. (CIVIL)A.M.I.E.
ARCHITECTURAL & STRUCTURAL ENGINEER
F-3, SHASHI CHAMBERS,612 'E', WARD, 1st LANE
NEAR GOMTESH STEEL,SHAHUPURI,KOLHAPUR
OFF. (0231) 2653642, (M) 9823057961



ELEVATION



SECTION AT - 'A''A'

FOR TENDER PRUPOSE ONLY			
REV. NO.	DESCRIPTION	DATE	
ISSUED	DATE		PRINT
CLIENT	13-09-20		1
DRG. TITLE :- WORKING DETAIL FOR GODOWN NOS.-8			
JOB. TITLE :- SONHIRA SAKHARI SAKHAR KARKHANA LTD, AT-WANGI, DIST-SANGLI			
B. S. PATEL B.E. (CIVIL), A.M.I.E. ARCHITECTURAL & STRUCTURAL ENGINEER F-3, SHASHI CHAMBERS 612, E. WARD, 1st LANE NEAR GOMTESH STEEL, SHAHUPURI, KOLHAPUR OFF. (0231) 2653942, (M) 9823057961			
DATE	DRN. BY	CHECK. BY	DRG. NO.
13-09-20	SAGAR	B.S.PATEL	A -2a