GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS DEPARTMENT

Chief Engineer, Public Works Region, Aurangbad
Public Works Circle, Nanded

STANDARD BIDDING DOCUMENT
PROCUREMENT OF CIVIL WORKS

PUBLIC WORKS DIVISION, PARBHANI

Name of Work :
CONSTRUCTION OF MAJOR BRIDGE CUM BANDHARA ON KARADGAON HINGLA ROAD VR-22 NEAR KARADGAON TQ. DSIT. PARBHANI.

Estimated Cost : Rs. 5,67,76,777/
NAME OF WORK :-  Construction of Major Bridge Cum Bandhara on Karadgaon Hingla Road VR-22
Near Karadgaon Tq. Dsit. Parbhani.

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INVITATIONS FOR BIDS (IFB)
---NIL---
E- TENDER NOTICE NO. .... / 2018-2019 / INTERNAL NIT NO. ....  
PUBLIC WORKS DEPARTMENT  
TENDER NOTICE

Online Tenders (e-tender) in SBD form for the following work are invited on behalf of Governor of Maharashtra by the Executive Engineer, Public Works Division Parbhani, Phone No. (.........) .......... E-mail parbhani.ee@mahapwd.com on GoM Electronic Tender Management System http://maharashtra.etenders.in

SYSTEM TENDER NO. _____ NIT NO. _______ dated _______ (1st call)

Online Tender is invited for the following work up to ______ at 17:30 hours.

The details can be viewed and downloaded online directly from the GoM e-Tendering Portal http://maharashtra.etenders.in or sub portal of Public Works Department http://pwd.maharashtra.etenders.in from ____________ at _________ hours (IST) onwards.

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<tr>
<th>Work No.</th>
<th>Name of Work</th>
<th>Approximate value of work (Rs.)</th>
<th>Bid Security (Rs.)</th>
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<td>1</td>
<td>Construction of Major Bridge Cum Bandhara on Karadaon Hingla Road VR-22 Near Karadaon Tq. Dsit. Parbhani.</td>
<td>Rs. 5,52,22,755/-</td>
<td>Rs. 2,76,200/-</td>
<td>Rs. 3000/-</td>
<td>18 Months</td>
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For more details on the tender and bidding process you may please visit the above Mentioned portal.

NOTE :-
1. To process the tenders online, to encrypt their bid and to sign the bid hashes, bidders are required to obtain DSC. For details bidders can contact Help Desk.
2. Contractors can contact Help Desk for any clarification of their doubts regarding the process of Electronic Tender System. Help Desk at through E-mail ID support.gom@nextenders.com or Phone No. 02041466666.

Online viewing of Detailed Notice Inviting Tenders :-
3. The Tenderer can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all Live Tenders released by PWD on the home page of PWD e-Tendering Portal on http://pwd.maharashtra.etenders.in under the section Recent Online Tender.

5. Right for any amendment in the Terms & Condition of Tender and the right to reject any or all offers without assigning any reason thereof is reserved with Competent Authority

Executive Engineer,
Public Works Division, Parbhani

Contractor
No of Correction
Executive Engineer
**DETAILS OF WORK**

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<td>Name of Work</td>
<td>Construction of Major Bridge Cum Bandhara on Karadgaon Hingla Road VR-22 Near Karadgaon Tq. Dsit. Parbhani.</td>
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<tr>
<td>Estimated Cost Put to Tender</td>
<td><strong>Rs. 5,52,22,755.00</strong></td>
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<td>Earnest Money Deposit (EMD)</td>
<td><strong>Rs. 2,76,200/-</strong> (to be paid online as prescribed)</td>
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<td>Security Deposit</td>
<td>Rs. 11,05,000/-</td>
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<td>Cost of Tender Form</td>
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<td>Place, time &amp; date of Submission of Hard Copy of uploaded online tender</td>
<td>As per Tender Condition No. 19.3 of ITB</td>
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<td>Place, time &amp; date of opening of Technical Bid</td>
<td>From / /2018 time to / /2018 time 15.00. In the Office of the Superintending Engineer Public Works Circle, Nanded (If possible)</td>
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<tr>
<td>Place, time &amp; date of opening of Financial Bid</td>
<td>From / /2018 time to / /2018 time 15.00. In the Office of the Superintending Engineer Public Works Circle, Nanded (If possible)</td>
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Note – Above Schedule is subjective & to be verified by the Tenderer himself on web site. Tender Schedule Flashed on Web-Site (System Generated Schedule) is final & binding to all Tenderers.
Guidelines to Bidders on the operations of Electronic Tendering Management System [ETMS] of Public Works Department, [http://pwd.maharashtra.etenders.in](http://pwd.maharashtra.etenders.in) and Terms and Conditions & Procedure For Online-Payments
-------------------------NIL-------------------------
Guidelines to Bidders on the operations of Electronic Tendering Management System [ETMS] of Public Works Department, http://pwd.maharashtra.etenders.in

I(A) Pre-requisites to participate in the Tenders processed by PWD.

(i) **Enrolment and Empanelment on [ETMS]:**

(a) **Enrolment on [ETMS]:**
   
   I. The Contractors interested in participating in the Tenders of Public Works Department – processed using the ETMS will have to be Enrolled on the ETMS and have obtained User ID.

   II. After submission of application for Enrolment on the System, the Authorized Representative of the Service Provider will verify the information provided and will approve the Enrolment if the information is found to be complete and in order.

(b) **Empanelment on [ETMS]:**

   I. For participating in Limited and Restricted tenders the registered vendors have to apply for Empanelment on the sub-portal of PWD in an appropriate class of registration.

   II. After submission of application for Empanelment on the System, the respective officer from the PWD will verify the information provided and will approve the Empanelment if the information is found to be complete and in order.

   III. Only Empanelled Contractors with PWD will be allowed to participate in this tender.

(c) **For any assistance on the use of ETMS**

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

   II. The Users may call the below numbers:

   - Landline No. - 020 – 2531 5555 / 56
   - Landline No. - 022 – 2661 1117 (Ext 25 / 26)
   - Mobile No. - 91679 6960 / 04 / 14

(ii). **Obtaining a Digital Signature Certificate (DSC):**

   a. Intending Tenderers should have valid class II/ III Digital Signature Certificate (DSC) obtained from an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a DSC.

   b. In case of requirement of DSC, Intending Tenderers should go to http://maharashtra.etenders.in/mah/DigitalCerti.asp and follow the procedure mentioned in the document Procedure for application of DSC.

   c. The DSC (Class – II or Class – III) is used to encrypt the data/ information and electronically sign the hash value during the Bid preparation and Hash Submission stage.
d. The DSC is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System.

e. In case during the process of preparing and submitting a bid for a particular Tender, the contractor loses his/her DSC (i.e. due to virus attack, hardware problem, operating system problem, etc.), he/she may not be able to submit the Bid online and the Department will not be responsible for that.

f. Hence, the Users are advised to store his/her DSC securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

g. In case of online tendering, if the DSC issued to an Authorized user of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner / partners of the firm (and in case the applicant is a partner, all other partners if the same form shall authorize himself for DSC) to use the DSC as per Indian Information Technology Act, 2000. Unless the DSC is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act. 2000.

h. Unless the DSC of this Authorized User will be binding on the Firm. It Shall be the responsibility of Partners of the Firm to inform the Certifying Authority or sub Certifying Authority, if the Authorized User changes, and apply for a fresh DSC. The procedure for application of a DSC will remain the same for the new Authorized User.

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

j. For Information on the process of application for obtaining DSC, the Contractors may visit the section DSC on the Home Page of the ETMS.

(iii) Recommended Hardware and Internet Connectivity :-

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

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

(iv) Set up of Computer System for executing the operations on the ETMS .

a. To operate on the ETMS of GoM, the Computer System of the Contractors is required is required be set up. The contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System.

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

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

1 (B) Steps to be followed by Contractors to Participate in the E-Tenders Processed by PWD.

(i) Preparation of Online Briefcase :-

a. All Contractors enrolled on the ETMS of GoM are provided with dedicated briefcase facility to store documents/files in digital format.

b. The Contractors can use the online briefcase to store their scanned copies of frequently used documents/files to be submitted as a part of their bid response.

c. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.

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

e. It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the scanned copies of original documents ready in their briefcase to ensure timely bid preparation. However he shall attach only required documents

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

(ii) Download and Purchase of Tender Documents :-

Tender Document available for free downloading from the e-tendering portal of PWD, GoM i.e. http://pwd.maharashtra.etenders.in. However to participate in online tender, the bidder must purchase the Tender Documents via online mode paying the cost of Tender Fees as mentioned in the Tender Notice. Additional information regarding the work not mentioned in the Tender Document can be obtained from Concerned Executive Engineer’s Office during office hours.

(iii) Intending Tenderers are strictly advised to follow the Dates and Times allocated to each stage under the column “Vendor Stage [Contractor stage]” as indicated in the Time Schedule in the Detailed
Tender Notice for the Tender. All the online activities or Transaction can be take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule. At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended.

(v) Payment for Service Provider Fees (SPF):-

The contractors will have to pay Service Providers Fees (SPF) of Rs. 1,038/- through online payments gateway service available on ETMS. The list of options for making online payments is available on the link E-Payment Options under the section E-Tendering Toolkit for Intending Tenderers on the Home Page of the ETMS. The details of SPF will be confirmed during the Technical Opening stage.

It shall be noted that the SPF is in Addition to the Tender Fees.

(vi) Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:

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

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

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

Note:
- Realisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time.
- NEFT/RTGS option will be depend on the amount of EMD.

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

(2) Terms and Conditions & Procedure For Online-Payments

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

(2.2) Privacy Policy

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

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

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

(a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender

(b) if any of User’s actions on our website violate the Terms of Service or any of our guidelines for specific services, or

(c) to protect or defend Merchant’s legal rights or property, the Merchant’s site, or the Users of the site or;

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

(2.4) General Terms and Conditions For E-Payment

(i) Once a User has accepted these Terms and Conditions, he/she may register on Merchant’s website and avail the Services.

(ii) Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User’s use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

(iii) If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
(iv) These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

(v) The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

(vi) Refund For Charge Back Transaction: In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.

(vii) In these Terms and Conditions, the term “Charge Back” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

(viii) **Refund for fraudulent/duplicate transaction(s):** The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

(ix) Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider’s webpage, that is linked to the Website, is experiencing any server related issues like ‘slow down’ or ‘failure’ or ‘session timeout’, the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
(x) In case the Bank Account appears to be debited, ensure that he/she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.

(xi) ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

(xii) However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

(2.5) Limitation of Liability

(i) Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/she shall be solely responsible for his/her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

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

(iii) The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:

(a) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/or

(b) any interruption or errors in the operation of the Payment Gateway.

(iv) The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant
and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

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

(2.6) Miscellaneous Conditions:

(i) Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

(ii) The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.

(iii) Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.

(iv) The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

(v) The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User’s own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;

(a) Choose a new password, whenever required for security reasons.

(b) Keep his/ her User ID & Password strictly confidential.

(c) Be responsible for any transactions made by User under such User ID and Password.

(vi) The User is hereby informed that Merchant will never ask the User for the User’s password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have
been completed. This is to ensure that others cannot access the User’s personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

(2.7) Debit/Credit Card, Bank Account Details

(i) The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

(ii) The User may make his/ her payment(Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

(a) The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;

(b) The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;

(c) The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit.

(d) The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

(2.8) Personal Information

(i) The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.

(ii) The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.

(iii) In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant’s information privacy policy and to our continued use of previously collected information. By submitting the User’s personal
information to us, the User will be treated as having given his/her permission for the processing of the User’s personal data as set out herein.

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

(2.9) Payment Gateway Disclaimer
The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.
Section – 1 INSTRUCTIONS TO BIDDERS (ITB)
## SECTION 1 – INSTRUCTIONS TO BIDDERS (ITB)

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-------------------NIL--------------------------
A. GENERAL

1. Scope of Bid
   1.1 The Engineer on behalf of the Employer (named in Appendix to ITB) invites bids for the constructions of works (as defined in these documents and referred to as “the works”) detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
   1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
   1.3 Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

2. Sources of Funds
   2.1 The expenditure on this project will be met from the budget of Govt. of Maharashtra or other sources.

3. Eligible Bidders
   3.1 This invitation for Bids is open to all bidders.
   3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specification, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation of supervision of the works, and any of its affiliates, shall not be eligible to bid.

4. Qualification of the Bidder
   4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.
   4.2 All bidders shall include the following information and documents with their bids in Section 2.
      (a) Scanned Copies of original documents defining the constitution or legal status, place of registration under partnership or companies Act and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder;
(b) Total monetary value of construction work performed for each of the last Five years;

(c) Experience in works of a similar nature and size for each of the last Five years and details of works underway or contractually committed and clients who may be contacted for further information on those contracts;

(d) Major items of construction equipment proposed to carry out the Contract.

(e) Qualifications and experience of key site management and technical personnel proposed for contract;

(f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past Five years;

(g) Evidence of access to line(s) of credit and availability of other financial resources facilities (10% of Cost put to Tender) certified by the Bankers. (National / Scheduled Bank only) (Not more than 3 months old form date of submission) (only for works costing more than Rs. 5 Crores);

(h) Undertaking that the bidder will be able to invest a minimum cash upto 25% of contract value of work during implementation of work;

(i) Authority to seek references from the Bidder’s bankers;

(j) Information regarding any litigation, current or during the last Five years, in which the Bidder is involved, the parties concerned and disputed amount;

(k) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Bid Price (for each, the qualifications and experience of the identified sub contractor in the relevant field should be annexed); and

(l) The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

4.3 Bids from Joint ventures are acceptable with following conditions

   Two or more bidder draw Joint Venture and tender for a work provided

   (i) The Joint Venture os of the bidder as whole and not individual partners and;

   (ii) they draw a registration partnership deed / Joint Venture deed and submit a scanned copy in Envelope No. 1
4.4A. **To qualify for award of the contract, each bidder in its name should have in the last Three (3) years (i.e. 2014-15, 2015-16 & 2016-17 or last five years i.e. 2012-13, 2013-14, 2014-15, 2015-16 & 2016-17 (as specified) as referred to in Appendix.**

(a) Achieved a minimum annual financial turnover (in all classes of civil engineering construction works only) amount indicated in Appendix in any one year

(b) Satisfactorily completed, as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of "all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than amount indicated in Appendix

(c) Executed in anyone year of last year Five years, the minimum quantities of the following items of work as indicated in Appendix.

**Note -1 :-** All the uploaded Scanned Copies of the necessary original Certificates shall be legible. Non readable uploaded scanned copies shall not be considered.

**Note – 2** Uploading of documents in the briefcase does not mean that the documents are available to PWD at the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during decryption and Re-encryption stage.

**Note – 3** The Necessary certificates as mentioned in qualification criteria for sr. no. (b) to (c) are required to be obtained from competent authority.

- Competent Authority – (A) In respect of Government / semi Government works not below the rank of Executive Engineer / Divisional Accounts Officer.

- (B) In respect of other than Government / semi Government works
  
  Registered / Licensed Architect with construction permission of local authority

**B. Each bidder should further demonstrate:**

(a) availability (either owned or leased, as specified) of the following key and critical equipment for this work:
Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the Annexure-I.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.3 (1) above to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

(b) availability for this work of personnel with adequate experience as required; as per Annexure-II.

(c) liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix.

C. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 (A) above.

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

Assessed Available Bid capacity = (A*N*2 - B)

where

A = Maximum value of civil engineering works executed in anyone year during the last Five years (updated to the price level of the year indicated in Appendix) taking into account the completed as well as works in progress.

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

B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next 18 Months (period of completion of the works for which bids are invited)

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent. in respect of Government / Semi Government and in respect of other than Government / Semi Government Competent Authority Registered / Licensed Architect with construction permission of local authority
4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5.0 One Bid per Bidder
5.1 Each bidder shall submit only one bid for one work. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6.0 Cost of Bidding
6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7.0 Site Visit
7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.2 The rates to be quoted by the contractor must be exclusive of GST.
(7.A) GST Tax :-
GST as per informed or amended Rule during contract period, whether measured bills, advance payment or secured advance.

(7.B) Insurance:-
As per the Govt. Resolution No. FD/Insurance 1098/cess No. 28/98 dated 19/08/1998 and Director of Insurance Maharashtra, Mumbai letter dated 26/04/2005. Contractor has to submit Govt. insurance policy before starting the work, failing to which an amount equivalent to (1%) one percent of the tendered cost will be recovered from the first Running Account Bill of this work.

(7.C) Income Tax :-
Income tax @ 2.00 % and surcharge thereon or at the rates amended from time to time as intimated by competent Income tax authority shall be deducted from bill amount, whether measured bills, advance payment or secured advance.
(7.D) Royalty :-
Contractor should submit Royalty Clearance Certificate obtained from concerned Revenue Authority along with each bill. If the certificate from Revenue Authority is not submitted, amount of Royalty will be recovered from contractor’s bill in hand

(7.E) BUILDING & OTHER CONSTRUCTION WORKERS WELFARE CESS:-
Building & other Construction workers welfare cess @ 1% or at the rates amended from time to time as intimated by the competent authority of Building and other construction workers welfare Act, 1996 shall be deducted from bill amount, whether measured bill, advance payment or secured advance.

(7.F) The Tendering Authority is interested to make payment of contractor’s bill through ECS / NEAFT system. For this purpose contractor should open his Bank Account, having core banking facility only.

(7.G) Contractor shall submit a certificate to the effect that, all the payments to the labour / staff are made in bank accounts of staff linked to Unique Identification Number *AADHAR CARD)*” The Certificate shall be submitted by the contractor within 60 days from the commencement of contract. If the tie period of contract is less than 60 days then such certificates shall be submitted within 15 days from the date of commencement of contract.

(7.H) The Road and Bridge which are designed as per IRC- 37/ IRC – 58 & relevant IRC Code considering the life of Bituminous Road for 15 years / Cement Concrete road for 30 years & Bridges for 100 years. If during the period of Defect Liability (DLP) the said work is defective in the opinion of the Executive Engineer, any manner whatsoever, or bridge fall down within the designed period the Department may take Civil / Criminal disciplinary action against the Contractor
B. BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10.

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<th>Section</th>
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<tr>
<td></td>
<td>Documents to be furnished by bidder</td>
<td>V</td>
</tr>
</tbody>
</table>

8.2 Copy of each of the volumes I, II, III and IV will be on web portal for all bidders. Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and upload at requisite place on web portal.

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Clarification of Bidding Documents

9.1 A prospective bidders requiring any clarification of the bidding documents can ask for any clarification regarding tender conditions, seek additional information by submitting Pre Tender quarries before the date mentioned in the Tender Schedule by using “Post Quarries” option available on e-tendering system portal. Reply of these quarries will be given by the Department through the same “Post Quarries” option.

9.2 Pre-bid meeting

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in NIT/ Appendix to ITB.
9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions online well before the date & time of the pre-bid meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted by uploading on e-tender portal without delay for information to all intended bidder. Any modifications of the bidding documents listed in sub clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer or his subordinate exclusively through the issue of an Addendum pursuant to clause 10 and not through the minutes of the pre-bid meeting.

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

9.2.6 All Intending Tenderers are cautioned that the tenders containing any deviation from the contractual terms and condition, specifications or other requirements, and conditional tenders will be treated as non responsive.

9.2.7 If CSD is issued/uploaded by the Department then it shall be uploaded in Envelope No. 1 duly signed by tenderer.

9.2.8 If CSD is not issued/uploaded by the Department then it shall deemed that there is no any Amendment to NIT

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the may modify the bidding documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and be uploaded on E-tender portal.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in reparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.
C. PREPARATION OF BIDS

11. Language of the Bid

11.1 All documents relating to the bid shall be in the English or Marathi language.

12. Documents Comprising the Bid

12.1 The online bid to be submitted by the bidder as Volume V of the bid document (refer Clause 8.1) shall be in two separate parts:

**Part I** shall be named "Technical Bid" and shall comprise

(i) Bid Security in the form specified in section 8 (**Screen shot of payment made through online**)

(ii) Qualification Information and supporting documents as specified in Sect. 2.

(iii) Certificates, undertakings, affidavits as specified in Section 2.

(iv) Any other information pursuant to Clause 4.2 of these instructions.

(v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1.

(vi) Scanned Copy of AFFIDAVIT in Format A regarding correctness of uploaded Documents in the given format and in Format – B only in respect of Bituminous work (**The Original Copy of the Bond of the above affidavit should be submitted before award of work to Concerned Division Office**)

(vii) In case of Joint Venture the information and supporting documents as specified in **4.3 (The Original Copy of the Bond of the above affidavit should be submitted before award of work to Concerned Division Office)**

(viii) Scanned copy of GST registration certificate under the relevant rules from concerned authority under GST act 2017

(ix) Scanned copy of CSD / Amendment of Bidding Documents duly signed (**if uploaded/issued**)

(x) Scanned Copy of an affidavit regarding Additional Performance Security as per tender condition no. 16 (A) of Preparation of Bids, is enclosed in Envelope No. 2 i.e. in Financial Bid in the given format **ANNEXTURE- C** (without the showing or disclosing the amount or percentage of said Bank Guarantee or FDR or Demand Draft directly or indirectly in the affidavit)

**Part II** shall be named "Financial Bid" and shall comprise

(i) Form of Bid a specified in Section 6.

(ii) Priced Bill of Quantities for items specified in Section 7.

(iii) Scanned copy of Demand Draft / Bank Guarantee/ FDR of performance Security Deposit if the lower than the estimated cost put to tender, as specified elsewhere in the Tender Document.
12.2 The bidder shall prepare the bid by following step by step procedure of online tendering system

12.3 Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

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<th>Section</th>
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<tbody>
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</tr>
<tr>
<td>6</td>
<td>Drawings</td>
<td>Volume IV</td>
</tr>
</tbody>
</table>

13 **Bid Prices.**

13.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The bidder shall fill rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

13.3 All duties, taxes and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

13.4 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract

14.0 **Currencies of Bid and Payment**

14.1 The unit rates and the Prices shall be quoted by the bidder entirely in Indian Rupees. All payment shall be made in Indian Rupees.

15.0 **Bid Validity**

15.1. Bids shall remain valid for a period not less than 75 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide any additional security that is required.

15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer or his subordinate may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing and/or by cable and/or email which may be suitable to department. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will
not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but
will be required to extend the validity of his bid security for a period of the extension, and
in compliance with Clause 16 in all respects.

15.4 Bid evaluation will be based on the bid prices

16.0 Bid Security

16.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in
column 4 of the table of IFB for this particular work. in Appendix may be in one of the
following forms;

(16.2) Bid which should be paid online using NEFT/RTGS or payment gateway mode only as
prescribed elsewhere in the Tender Document. Earnest Money in any other form or cash
or cheques will not be accepted

(16.3) Any tender not accompanied by the Bid Security shall be rejected as non-responsive.

(16.4) The amount of Bid Security will be forfeited, in case a successful contractor does not pay
the amount of Performance security deposit within the time specified as stipulated by the
Engineer, and complete the contract documents. In all other cases, (except reasons
mentioned in 16.5 hereunder) Bid Security will be refunded to account provided by the
bidder during the bid preparation as given in challan under Beneficiary Account Number
by Concerned Divisional Office.

16(A) CONDITION FOR PAYMENT OF PERFORMANCE SECURITY DEPOSIT IF THE
OFFER IS RECEIVED LOWER THAN 1 (one) percent below the ESTIMATED
COST PUT TO TENDER

In case the tenderer offers rates lower than 1 (one) Percent below the estimated cost put to
tender, in that case, the tenderer will have to pay additional Performance Security deposit in form
of Bank Guarantee or FDR or Demand Draft. Scanned copy of said Bank Guarantee or FDR or
Demand Draft is to be submitted/ uploaded in envelope- 2 only, and scanned copy of an affidavit
regarding Additional Performance Security is enclosed in Envelope No. 2 (Financial Bid) shall be
uploaded in envelope no. 1 (Technical Bid) in the given format ANNEXTURE- C and it’s (Bank
Guarantee or FDR or Demand Draft) original copy is to be submitted to Concerned Division office
as specified below;

(16 A 1) - There is no need to pay performance security deposit, if Tenderer’s offer is upto 1%
(one percent) below the estimated cost put to tender

(16 A 2) If Tenderer’s offer is upto 10% below the estimated cost put to tender, than the
performance security deposit shall be 1% of the estimated cost put to tender.

(16 A 3) If Tenderer’s offer is more than 10 percent below the estimated cost put to tender, he
shall submit 1% plus the percentage by which tender offer is more than 10% below
of amount put to tender. (e.g. if tenderer offered 14% below he have to submit 
(14% - 10%) + 1 % i.e. total 5% of estimated cost put to tender)

(16 A 4) If the calculated amount of additional Performance Security deposit is less than Rs,
1000/- than the performance security deposit shall be Rs, 1000/- minimum of the 
estimated cost put to tender.

(16 A 5) Amount of Performance Security Should be rounded upto two decimal only.

(16 A 6) In case of submission of false documents/ Bank Guarantee or FDR or Demand Draft 
without prejudice to any other rights and powers of the Government, here under, or in 
law, earnest money deposited will be forfeited.

(16 A 7) All above Bank Guarantee or FDR or Demand Draft shall be of either of Government Bank 
or of Scheduled Bank drawn in favour of Concerned Executive Engineer only. In respect 
of Demand Draft it’s duly mentioning the MICR and IFSC code of said bank.

(16 A 8) Validity of said Bank Guarantee must be for a period of Defect Liability Period + one 
months (e.g. if Defect Liability Period is 24 moths than it is 24 month + 1 months 
i.e. total 25 months) from the date of submission of Tender.

(16 A 9) Tenderer shall have to upload scanned copy of an affidavit regarding Additional 
Performance Security is enclosed in Envelope No. 2 (Financial Bid) shall be 
uploaded in envelope no. 1 (Technical Bid) in the given format “ANNEXTURE- C” 
without the showing or disclosing the amount or percentage of said Bank Guarantee 
or FDR or Demand Draft directly or indirectly in the affidavit. otherwise his or their 
tender will be treated as non responsive and will be summarily REJECTED.

(16 A 10) Physical Submission of Said Bank Guarantee or FDR or Demand Draft:- The 
original Bank Guarantee or FDR or Demand Draft shall be submitted in sealed 
covers {With The full name and address of the tenderer and tender Notice No. (i.e. 
SGN) and the name of the work written at the top of the envelope} addressed to the 
Concerned Executive Engineer within 5 (five) working days (during office hours) 
from the last date of submission of Tender only.

(16 A 11) Other than 1st AND 2nd lowest Tenderer all other unsuccessful Tenderer’s Bank 
Guarantee or FDR or Demand Draft 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.

(16 A 12) 2nd lowest Tenderer’s Bank Guarantee or FDR or Demand Draft will be 
released within time limit of 30 subsequent working days or award of work to L-
1, whichever is later.
Successful Tenderer’s Bank Guarantee or FDR or Demand Draft will be refunded immediately upon the Certificate of satisfactorily completion of works issued by Executive Engineer. In all other cases Demand Draft / Bank Grantee / FDR will be forfeited to Government.

16.5 The Bid Security may be forfeited

(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;

(b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or

(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
   (i) sign the Agreement; or
   (ii) furnish the required Performance Security.

17.0 Alternative Proposals by Bidders

17.1 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilisation advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

18.0 Format and Signing and ONLINE Bid Submission:

18.1 Submission of online Tender Documents {uploading of Formats & Templates} (in Env no1) shall be followed by Digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates)

18.2 Then the Intending Tenderer is required to enter the date and encrypt the data using the DSC.

18.3 The Hashes are the Thumbprint of electronic Data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.

18.4 The Bid hash values are digitally signed using valid Class – II or Class – III DSC issued any Certifying Authority.

18.5 After the hash value of bid data is generated, the intending Tenderer cannot make any change / additions in his bid data.

Note -

(a) As the tenders are being processed on the Electronic Tender Management System on Government of Maharashtra, all the provisions of Indian Information Technology Act -2000 (re-enacted) is applicable & binding to all Intending Tenderer, So it is presumed that the contractor gone carefully through the whole tender document Before using his DSC for quoting Offer

(b) The Contractor upload a single document or a compressed file containing documents against each upload able option.

(e) The Step by step procedure as per system requirement must be followed.
D. SUBMISSION OF HARD COPY OF bid of ONLINE BID SUBMITTED BY THE BIDDER

Hard Copy of the online submitted Tender & Documents in one copy should be compulsorily submitted within the time and date specified in Tender Schedule Flashed on Web-Site portal on working days (during office hours) only after Bid Lock in following manner.

(19.1) Documents submitted on line in Envelope No. 1 & 2 are put in separate Envelope as Envelop No. 1 (Technical Bid) and Envelope No. 2 (Financial Bid) respectively and sealed properly.

(19.2) The above two sealed Envelopes No.1 and 2 shall be again put together in one common cover and sealed. The name of work, online tender Notice Number (i.e. SGN) and Name and full address of Tenderer with Mobile Number shall be mentioned on the said common cover marked sealed Common Cover Properly covers corner.

(19.3) The above Common Cover containing Envelope No. 1 & 2 must be submitted to one of the following Office which may suitable to Tenderer within the time and date specified in Tender Schedule Flashed on Web-Site portal on working days (during office hours) only.

(1) Executive Engineer, Public Works Division, Parbahni

(2) Executive Engineer, Public Works Division, Degloor Dist. Nanded

(3) Superintending Engineer, Public Works Circle, Nanded, Bankam Bhavan, Near Nanded Club, Sheha Nagar, Nanded

(4) Chief Engineer, Public Works Region, Aurangbad, Adalat Road Behnd old High Court Building, Aurangabad

(5) Deputy Secretary, Public Work Department Mantralaya, Mumbai – 32

(19.4) No delay on account of any cause will be entertained for the receipt of said Hard Copy.

20.0 Deadline for Submission of the Bids

20.1 Complete Bids (including Technical and Financial) must be received online on said web portal.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21.0 Deleted.

22.0 Deleted.
E. BID OPENING AND EVALUATION

23. Opening of Technical Bid (Envelope No. 1) (Technical Bid)

(23.1) Tenders will be opened as per the Tender Schedule,

(a) All tenders are to be received on-line hence Tender Opening Authority is unable to not able to know the bidder. Therefore it is not possible to communicate the actual date and time of Tender opening to Bidder. Hence it is responsibility of Bidder remain in touch with concerned office to know the actual date and time of Tender Opening to remain present for Tender Opening. Therefore all Tender Opening Procedure will be done in the presence of such bidder who may wish to be present or their representatives. No claim or any grievances will be entertained what-so-ever by the Tender Opening Authority in this regards.

(b) The Tender opening Authority will first open the Envelope – I documents of all Intending Bidder. After scrutinizing of these documents eligible bidder will be shortlisted. The Shortlisted Bidder will be intimated by e-mail.

(c) The Contents in Envelope No. 1 will be verified by the Tender opening authority to check their validity as per requirements. If any particular document of any tender is either missing or does not meet the requirements as specified above then it will be recorded by the tender opening authority at the time of short listing of Envelope – 1.

24.0 Process to be Confidential

24.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

25.0 Clarification of Financial Bids

25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or e.mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

25.2. Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.
26.0 Examination of Bids and Determination of Responsiveness

26.1. During the detailed evaluation of "Technical Bids", the Tender Opening Authority will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.

26.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

26.4 Tender Liable for Rejection.

Tender is liable for outright rejection if on opening it is found that –

(a) If Tenderer has not strictly followed the procedure laid down for submission of tender.
(b) If the tender is CONDITIONAL
(c) If the Tenderer has quoted his offer anywhere else other than specified place provided.
(d) The Tenderer has not uploaded the documents or Failed to fill the templates as stated
(e) Any Corrections, modifications, additions, omission or any type of changes in main tender document is not permissible and if it is found or noticed at any stage the tender shall be rejected by forfeiting the Security Deposit.
(f) If Scanned copy of Bank Guarantee / Demand Draft of performance Security Deposit regarding lower offer as mentioned elsewhere in the Tender Document found except in Envelope No. 2.
27.0 Correction of Errors

27.1 "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

(a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;

(b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'. Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.6 (b).

28.0 Deleted

29.0 Evaluation and Comparison of Financial Bids

29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.

29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) making any correction for errors pursuant to Clause 27; or

(b) making an appropriate adjustments for any other acceptable variations, deviations;

29.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

29.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
29.5 A bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

30.0 Deleted
F. AWARD OF CONTRACT

31.0 Award Criteria

31.1. Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined

(i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and

(ii) In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price.

32.0 Employer's Right to Accept any Bid and to Reject any or all Bids

32.1. Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

33.0 Notification of Award and Signing of Agreement

33.1 The Bidder whose Bid has been accepted will be notified of the award by the Engineer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.

33.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Engineer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Engineer.

34.0 Performance Security

34.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Engineer concerned Executive Engineer a Performance Security in any of the forms given below for an amount equivalent to 2% of the Contract price plus additional security for unbalanced Bids in accordance with Clause 29.5 of ITB and Clause 52 of Conditions of Contract:

- a bank guarantee in the form given in Section 8; or
- National Saving from any Scheduled Bank in favour of concerned Executive Engineer
34.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized Scheduled Indian bank

34.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

35.0 Advance Payment and Security

35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

36.0 Dispute Resolutions

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

(36.2) The contractor may within 30 days of receipt by him of any order passed by the Superintending Engineer of the circle as aforesaid appeal against it to the Chief Engineer concerned with the contract, work or project provided that-

(a) The accepted value of the contract exceeds Rs.10 Lakhs (Rs. Ten Lakhs)
(b) Amount of claim is not less than Rs.1.00 lakh (Rupees one lakh)

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

37.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India / State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

37.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract.
**APPENDIX TO ITB**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item</th>
<th>Quantity</th>
<th>Clause Reference With respect to Section – I</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Excavation</td>
<td>2500.00 Cu.M.</td>
<td>[ Cl. 1.1]</td>
</tr>
<tr>
<td>2</td>
<td>Cement Concrete work not below M-20 Grade</td>
<td>1790.00 .00 Cu.M.</td>
<td>[Cl. 4.4 A(a)]</td>
</tr>
<tr>
<td>3</td>
<td>GSB</td>
<td>360.00 Cu.M.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>MPM/BBM/BSG</td>
<td>380.00 Sq.M.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>OGC/SDBC</td>
<td>380.00 Sq.M.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Price level of the financial year 2018-19</td>
<td></td>
<td>[Cl. 4.7]</td>
</tr>
<tr>
<td>7</td>
<td>The Pre-bid meeting will take place at as Schedule on Portal <a href="http://maharashtra.etenders.in">http://maharashtra.etenders.in</a> or sub portal of Public Works Department <a href="http://maharashtra.etenders.in">http://maharashtra.etenders.in</a></td>
<td></td>
<td>(Cl 9.2.1)</td>
</tr>
<tr>
<td>8</td>
<td>The technical bid will be opened online at the Office of the ---- Schedule on Portal <a href="http://maharashtra.etenders.in">http://maharashtra.etenders.in</a> or sub portal of Public Works Department <a href="http://maharashtra.etenders.in">http://maharashtra.etenders.in</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Address of the Engineer</td>
<td></td>
<td>[Cl. 4.5.(a)]</td>
</tr>
<tr>
<td>10</td>
<td>Identification : Bid for -</td>
<td></td>
<td>[Cl. 19.2(b)]</td>
</tr>
<tr>
<td></td>
<td>Bid Reference :</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No., Do not open before</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>The bid should be submitted online only as Schedule on Portal <a href="http://maharashtra.etenders.in">http://maharashtra.etenders.in</a> or sub portal of Public Works Department <a href="http://maharashtra.etenders.in">http://maharashtra.etenders.in</a></td>
<td></td>
<td>[Cl. 23.1]</td>
</tr>
<tr>
<td>No</td>
<td>Description</td>
<td>Details</td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>-------------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>The Financial bid will be opened Schedule on Portal</td>
<td>[CI. 23.1] <a href="http://maharashtra.etenders.in">http://maharashtra.etenders.in</a> or sub portal of Public Works Department <a href="http://maharashtra.etenders.in">http://maharashtra.etenders.in</a></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>The Bank Guarantee / Draft in favour of Executive Engineer P.W. Division, Parbahi payable at Parbahi</td>
<td>[CI. 34.1]</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Dispute Resolving as per As per Cl. 36 Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)</td>
<td>Year before</td>
<td>Multiply factor</td>
</tr>
<tr>
<td></td>
<td>One</td>
<td>1.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Two</td>
<td>1.21</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Three</td>
<td>1.33</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Four</td>
<td>1.46</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Five</td>
<td>1.61</td>
<td></td>
</tr>
</tbody>
</table>
ANNEXURE-I
List of Key Plant & Equipment to be deployed on Contract Work
[Reference Cl. 4.4 (B) (a)]

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Type of Equipment</th>
<th>No of Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hot mixed plant with Electronics Control.(40-60 TPH min capacity ) (SCADA Equipped)</td>
<td>1 (Owned)</td>
</tr>
<tr>
<td>2.</td>
<td>Paver finisher Sensor Paver,</td>
<td>1 (Owned/Hired)</td>
</tr>
<tr>
<td>3.</td>
<td>Bitumen Sprayer</td>
<td>1 (Owned/Hired)</td>
</tr>
<tr>
<td>4.</td>
<td>Vibratory Roller</td>
<td>1 (Owned/Hired)</td>
</tr>
<tr>
<td>5.</td>
<td>Tandem Roller/ Power Roller</td>
<td>1 (Owned/Hired)</td>
</tr>
<tr>
<td>6.</td>
<td>Motor Grader</td>
<td>1 (Owned/Hired)</td>
</tr>
<tr>
<td>7.</td>
<td>Reversible drum type mixer/ concrete batch mix plant (pan mixer)</td>
<td>1 ( Owned/Hired )</td>
</tr>
</tbody>
</table>

Note :-
1. Life of above machinery considered as 15 years therefore working condition of machinery should be checked as follows and certificates of that effect should be uploaded in Envelope No. 1 (Technical Bid)
   2. There will be no need of checking by SE (Mechanical) or first six years.
   3. After 6th years, the machinery shall be checked and certificate for it’s fitness by SE Mechanical / ACE (Mechanical) every 3rd years till the 15th year.
   4. After 15th years the fitness certificate for every years form SE Mechanical / ACE (Mechanical)
   5. Notwithstanding, Tenderer have to upload the certificate regarding working condition and date of installation from Assistant Chief Engineer (Mechanical) of any Public Works Region in Envelope No. 1, In the absence of these certificate, the Envelope No. 2 (Financial Bid) will not be opened.
   6. The owned Hot Mix Plant (SCADA equipped) must be located within 60 Km. of farthest point of work site. The Tenderer shall upload Sketch showing the distance from plant to farthest point of work site by the shortest practicable route in the Envelope No. 1, After opening the Envelope No. 1 it shall be verified by the department (if necessary) that the distance of the plant to the farthest point of work is within 60 kilometers. If the distance found to be more than 60 Kilometers and / or the route shown in sketch is not practicable, then Envelope No. 2 of bidder will not be opened i.e. bidder will be disqualified. In this connection decision of Opening Authority shall be final and conclusive to all Tenderers. (Mobile Drum Mix Hot Mix Plant is not allowed)
   7. The above mentioned machinery mentioned at Sr. No 1 to 5 in ANNEXURE-I, of Intending Tenderer must be equipped with SCADA system, with a view to ascertain, whether these machineries are SCADA Equipped it is necessary for the tenderer to got above machinery approved from Assistant Chief Engineer (Mechanical) of any Public Works Region of Maharashtra before submission of the tender. The certificates of this effect shall be UPLOADED in Envelope No. 1. In the absence of these certificate, the Envelope No. 2 (Financial Bid) will not be opened.
   8. If the above mentioned machinery at Sr. No 1 to 5 in ANNEXURE-1 is less than 6 years old then tenderer shall have to upload the certificate regarding SCADA either from Automation Manifold Services Pvt. Limited Nagpur or Vasundhara IT Pvt. Ltd Pune in lieu of certificate of Assistant Chief Engineer (Mechanical). In all other cases tenderer have to upload certificate of Assistant Chief Engineer (Mechanical) regarding SCADA. In the absence of these certificate, the Envelope No. 2 (Financial Bid) shall not be opened.
   9. In respect of Hired Machinery Tenderer must upload the scanned copy of original agreement on appropriate stamp paper executed for hired with the company who possess the said machinery along with the documentary proof of owner ship who owned the machinery in envelope No. 1.
ANNEXURE-II
List of Key Personnel to be deployed on Contract Work [Reference Cl. 4.4 (B) (b)]

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Personnel</th>
<th>Qualification</th>
<th>No of</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project Manger</td>
<td>B.E. Civil + 5 Years Exp. (2 years as Manager)</td>
<td>1 No.</td>
</tr>
<tr>
<td></td>
<td>Site Engineer</td>
<td>B.E. Civil + 05 Years Exp.</td>
<td>1 No.</td>
</tr>
</tbody>
</table>
The information to be filled in by the bidder in the following pages will be used for purposes of post qualification as provided for in clause 4 of the Instructions to bidders. This information will not be incorporated in the contract.

1. **For Individual Bidders**

1.1 Constitution or legal status of Bidder

(Append Copy)

Place of registration:

Principal place of business:

Power of attorney of signatory of bid

(Append)

1.2 Total value of civil Engineering

1.3 Construction work performed in the last Five years **

(Rs. in Crore)

<table>
<thead>
<tr>
<th>Year</th>
<th>Value of Contract (Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-18</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>2016-17</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>2015-16</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>2014-15</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>2013-14</td>
<td>-----------------------------</td>
</tr>
</tbody>
</table>

1.3.1 Work performed as prime contractor, work performed in the past as a nominated subcontractor will also be considered provided the Sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last Five years **

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Name of the Employer *</th>
<th>Description of work</th>
<th>Contract No.</th>
<th>Value of Contract (Rs. Crore)</th>
<th>Date of Issue of work order</th>
<th>Stipulated period of completion</th>
<th>Actual date of completion *</th>
<th>Remarks explaining reasons for delay &amp; work completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
</tbody>
</table>

* Attach certificate(s) from the Engineer(s)-in-charge. * Immediately preceding the financial year in which bid are received. ** Attach certificate(s) from Chartered Accountant.
1.4 Information on Bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Place &amp; State</th>
<th>Contract No.</th>
<th>Name &amp; Address of employer</th>
<th>Value of Contract (Rs. Cr.)</th>
<th>stipulated period of completion</th>
<th>Value of works* remaining to be completed</th>
<th>Anticipated date of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
</tbody>
</table>

Attach certificate(s) from the Engineer(s)-in-charge.

@ The item of works for which data is requested should tally with that specified in ITB clause 4.4A(C). * Immediately preceding the financial year in which bid are received. The list is indicative and may be suitably modified by the DTP approving authority suit to the requirements of work (Viz. Buildings/ Bridges/ Roads)

(B) Works for which bids already submitted:

<table>
<thead>
<tr>
<th>Description of works</th>
<th>Place &amp; State</th>
<th>Name &amp; Address of Employer</th>
<th>Estimated value of works (Rs. Cr)</th>
<th>Stipulated period of completion</th>
<th>Date when decision is expected</th>
<th>Remarks, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>

1.5 Availability of key items of Contractor's Equipment essential for carrying out the Works [Ref.Clause 4.4(B)(a)]. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3 (d) of the Instructions to Bidders.

<table>
<thead>
<tr>
<th>Items of Equipments</th>
<th>Requirement</th>
<th>Availability proposals</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. Capacity</td>
<td>Owned // Leased</td>
<td>No and capacity</td>
<td>Age</td>
</tr>
</tbody>
</table>

1.6 Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B)(b)]. Attach biographical data. Refer also to Sub Clause 4.3 (e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Qualification</th>
<th>Year of Experience</th>
<th>Years of experience in the proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.7 Proposed sub-contracts and firms involved. [Refer ITB Clause 4.2 (k)]

<table>
<thead>
<tr>
<th>Sanctions of the works</th>
<th>Value of Sub-contract</th>
<th>Sub-contractor (Name &amp; Address)</th>
<th>Experience in similar work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

Attach copies of certificates on possession of valid license for executing water supply / sanitary work / building electrification works [Reference Clause 4.5(d) & Clause 4.5 (e)]
1.8. Financial reports for the last Five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.10 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.11 Information on litigation history in which the Bidder is involved.

<table>
<thead>
<tr>
<th>Other Party (ies)</th>
<th>Employer</th>
<th>Cause of Dispute</th>
<th>Amount involved</th>
<th>Remarks showing Present Status</th>
</tr>
</thead>
</table>

1.12 Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders. (Name of Consultant engaged for project preparation is** )

1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3 (I)]

1.14 Programme

1.15 Quality Assurance Programme

2.0. Deleted

3.0 Additional Requirements

3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable. (i) Affidavit (ii) Undertaking (iii) Update of original prequalification application (iv) Copy of original prequalification application (v) Copy of prequalification letter
SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

(CLAUSE 4.2 (i) OF ITB)

BANK CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing.

If the contract for the work, namely is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs \[ \text{_______________________} \] to meet their working capital requirements for executing the above contact during the contract period.

(Signature)

Name of Bank
Senior Bank Manager

Address of the Bank

(Not required for works costing less than Rs. 5 Crores)
I.................................. age ........ years .......... is resident of ..................... .... do hereby Solemnly stated on oath that, I am the sole Proprietor / Owner/Power of Attorney Holder of the firm / Company .................................................,

2. That I have submitted on line Tender for the work .......... (Name of work) ..... on portal http://maharashtra.etenders.in of P.W.D,

3. That have carefully gone through, read, thoroughly studied and understood all terms & condition, specification included in the tender document (Tender Form, Detail Tender Notice, conditions and specifications common set of Deviations drawings etc.) I hereby accept all theses conditions, I agree to abide by the terms & condition in the tender document and agree to execute the work a per terms and conditions, specifications laid down in the tender document.

4. I do here by state on oath that the documents uploaded by in Envelope No. 1 of this tender are true, correct and bonafied, There are no errors and omissions in the uploaded documents.

5. In case in future, if it is found that, any of the uploaded document /information is false / wrong I will be personally responsible for the same and I will be liable for legal action against me.

6. The undersigned also hereby certifies that neither our firm M/s/ Shree ............... have abandoned any work on Building/Bridges/Roads etc a nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

7. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

8. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department! Project implementing agency.

10 I am neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specification, and other documents for the Project or being proposed as Project Manager for the Contract.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

[ The Scanned copy should be uploaded in Envelope No. 1 And The Original Copy of the Bond of the above affidavit should be submitted when demanded by this office or before award of work to Concerned Division Office]
AFFIDAVIT
Format – B
(ON STAMP PAPER WORTH RUPEES 100/-)

I/we, ..................................... hereby solemnly agree that, I/we have willingly entered into the contractor with Public Works Department, Government of Maharashtra for the work of ..............

(Name of work) for the said work, I/we am /are buying the required quantity of asphalt having stipulated specifications from the refinery of IOC/HP/BP, I/We am / are also aware of the fact that after receiving the said quantity of asphalt from the refinery, it is mandatory upon me to deposit the original copy / copies of challan of asphalt in the office of Executive Engineer in charge of the work or his authorised officer, I / we also agree that if I fail to produce sufficient documentary evidence i.e. original copy / copies of challan for the purchase of asphalt, I will be totally held responsible for this non compliance & in such a case I will be responsible for any actions which the department may deem fit to impose on me/ us, or legal proceedings as per prevailing law.

Hence this Affidavit.

Place :-
Date:-
Signature of Contractor

[ The Scanned copy should be uploaded in Envelope No. 1 And The Original Copy of the Bond of the above affidavit should be submitted when demanded by this office or before award of work to Concerned Division Office]
ANNEXRU –C
AFFIDAVIT
(ON STAMP PAPER WORTH RUPEES 100/-)

I .................................. age ........ years ......... is resident of ..................... .... do hereby
Solemnly stated on oath that, I am the sole Proprietor / Owner/Power of Attorney Holder of the
firm / Company ..............................................................................,
That I have submitted on line Tender for the work ............ (Name of work) .............. on portal 
http://maharashtra.etenders.in of P.W.D,
That, I have uploaded Additional Performance Security in shape of Bank Guarantee / Demand Draft / FDR as per tender condition no. 16 (A) of Preparation of Bids in Envelop No. 2.
If it is not found in Envelop No. 2 I will be personally responsible for the same and I will be liable for legal action against me.
Hence this Affidavit.

(Name address and signature of Tenderer)

Place :-

Date: -

Signature of Contractor

[The Scanned copy of above AFFIDAVITS should be uploaded in Envelope No. 1 And The Original Copy of the Bond of the above affidavit should be submitted when demanded by this office or before award of work to Concerned Division Office]
UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s __________________________ would invest a minimum cash up to 25% of the work during implementation of the Contract.

(Signed by an Authorised Officer of the Firm)

_________________________
Title of Officer

_________________________
Name of Firm

_________________________
DATE

Contractor  No of Correction  Executive Engineer
NIL
SECTION 3
CONDITIONS OF CONTRACT
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<th>Executive Engineer</th>
</tr>
</thead>
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<tr>
<td></td>
<td></td>
<td>________________</td>
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<td></td>
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<td>________________</td>
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<tr>
<td></td>
<td>________________</td>
<td>NIL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>________________</td>
</tr>
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## Conditions of Contract

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</tr>
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<td>51</td>
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<tr>
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<td>61</td>
<td>Property</td>
</tr>
<tr>
<td>62</td>
<td>Release from Performance</td>
</tr>
</tbody>
</table>

**Contractor**

**No of Correction**

**Executive Engineer**
CONDITIONS OF CONTRACT
A. GENERAL

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 44 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1.

The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

The Employer is the party who will employ the Contractor to carry out the Works.

The Engineer is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A Variation is an instruction given by the Engineer, which varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2.0 Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended
Completion date for the whole of the Works).

2.3. The documents forming the Contract shall be interpreted in the following order of priority:

   (1) Agreement
   (2) Letter of Acceptance, notice to proceed with the works
   (3) Contractor's Bid
   (4) Contract Data
   (5) Conditions of Contract including Special Conditions of Contract
   (6) Specifications
   (7) Drawings
   (8) Bill of quantities and
   (9) any other document listed in the Contract Data as forming part of the Contract.

3.0 Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4.0 Engineer's Decisions

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5.0 Delegation

5.1 The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6.0 Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7.0 Sub-contracting

7.1 The Contractor may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations.

8.0 Other Contractors

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.
9.0 Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10.0 Employer's and Contractor's Risks

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11.0 Employer's Risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12.0 Contractor's Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13.0 INSTRUCTION REGARDING WORK INSURANCE POLICY

Contractor shall take out necessary insurance Policy / Policies (viz. Contractors All Risks Insurance Policy, Erection All Risks insurance policy etc. as decided by the Director of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily form the “Directorate of Insurance, Maharashtra State, Mumabai” only. Its postal address for correspondence is “264 MHADA, First Floor. Opp. Kalanagar, Bandara (E) Mumbai – 400 051” Telphone Nos. 26590403 / 26590690 and Fax No. 26592461 / 26590403 similarly all workmen’s appointed to complete the contract work are required to insure under workmen’s compensation Insurance Policy, Insurance Policy / Policies taken out from any other company will not be accepted. If any contractor has effected insurance with any other Insurance Company, the same will not be accepted and the amount of premium calculated by the
Government Insurance Fund, Maharashtra State. will be recovered from contractor. If the contractor fails to produce the documents of insurance done before payment of 1st R.A.Bill, one percent of the contract amount will be recovered from contractor’s 1st R.A. Bill.

14.0 Site Investigation Reports
(14.1) Site Investigation Reports is only for reference for bidder

(14.2) Bidder shall also inspect the site and acquaint himself about the climate, physical and all other conditions prevailing at site, the nature, magnitude, special features, practicability of the works, all existing and required means of communications and accesses to site, availability of housing and other facilities, the availability of labour, materials, Power & Water, space for labour’s camp, plant, stores and Godown etc.

(14.3) Bidder shall obtain all necessary information as to the risk, contingencies and other circumstances, which may affect and influence the tender.

(14.4) Should there be any discrepancy or doubt or obscurity as to meaning of any of the tender document or as to the instructions to be observed by him, he shall set forth in writing such discrepancies, doubts obscurity and submit the same to the concerned Executive Engineer, for elucidation as soon as possible.

(14.5) No claims on any of the above or any other factors will be entertained by the Government.

(14.6) The tenderer shall in his own interest carefully examine the drawings, conditions of contract specifications etc.

(14.7) The Contract Data, supplemented by any information available to the Bidder.

15.0 Queries about the Contract Data
15.1 The Engineer will clarify queries on the Contract Data.

16.0 Contractor to Construct the Works
16.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17.0 The Works to be Completed by the Intended Completion Date
17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18.0 Approval by the Engineer
18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.
18.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19.0 Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20.0 Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21.0 Possession of the Site

21.1 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 accordance to sanction of estimates.

22.0 Access to the Site

22.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23.0 Instructions

23.1 The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the Site is located.

23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24.0 Disputes

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

(24.2) The contractor may within 30 days of receipt by him of any order passed by the Superintending Engineer of the circle as aforesaid appeal against it to the Chief Engineer concerned with the contract, work or project provided that-
(a) The accepted value of the contract exceeds Rs.10 Lakhs (Rs. Ten Lakhs)
(b) Amount of claim is not less than Rs.1.00 lakh (Rupees one lakh)

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

26.0 Deleted
B. TIME CONTROL

27.0 Programme

27.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.

27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

27.3 Deleted

27.4 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

28.0 Extension of the Intended Completion Date

28. If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier ever and the Executive Engineer, may, with prior approval of the authority component to accept the tender if in his opinion, there are reasonable ground for granting an extension, grant such extension as he thinks necessary or proper the decision of the Executive Engineer in this matter shall be final.

29.0 Deleted

30.0 Delays Ordered by the Engineer

30.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

31.0 Management Meetings

31.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
32.0 Early Warning

32.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

32.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.
C. QUALITY CONTROL

33.0 Identifying Defects

33.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

34.0 Tests

If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

35.0 Correction of Defects

35.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

36.0 Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

36.1 - In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice, and/or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor.

36.2 The contractor shall forth with on demand pay to the Government the amount of such costs, charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer shall be final and binding on the contractor.

36.3 Such cost, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government, the same may be recovered from the Contractor.
contractor as arrears of land revenue.

36.4 The Government shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Government to the contractor either in respect of the said work or any other work whatsoever, or from the amount of the security deposit retained by Government.
ADDITIONAL CONDITIONS FOR MATERIALS (CEMENT, Mild Steel TMT, H.Y.S.D. ETC.) BROUGHT BY CONTRACTOR.

1. All materials such as cement, Mild Steel, HYSD bars, TMT Bars, bulk asphalt etc. required for execution of work shall be brought by Contractor at his own cost.

2. The Contractor shall maintain the record of these materials (Cement, Steel etc.) in the prescribed proforma and registers as directed by Engineer in-charge. The sample of prescribed proforma is attached at the end Page No. 71 to 74. These registers shall be signed by both contractors and representative of Engineer in-charge. These registers shall be made available for inspection, verification for the deptt. as and when required. These registers shall be in the custody of department and shall be maintain by the department.

3. The material required only for this work shall be kept in the godown at site. No material shall be shifted out side of the godown except for the work for which this agreement is entered without prior approval of the Engineer - in-charge.

4. The material i.e. cement, steel, bulk asphalt etc. brought on the work site shall be accompanied with the necessary Company/Manufacturing firm's test certificates. In addition these material shall be tested as per frequency prescribed by the Department and the cost of such testing shall be borne by the contractor. If the test results are satisfactory, then and then only the material shall be allowed to be used on the work. If the test results are not as per standards, these materials shall be immediately removed from the work site at contractor's cost. In case of cement, If so required by the Contractor in writing, material will be allowed to be used before receipt of the test results but this will be entirely at the risk and cost of the Contractor.

5. The contractor shall produce sufficient documentary evidence i.e. bill for the purchase of material brought on the work site at once Failing to which the Executive Engineer will not make payment to Contractor

6. All these material i.e. cement, steel etc. shall be protected from any damages, rains etc. by the contractor at his own cost.

7. The contractor will have to erect temporary shed of approved specifications for storing of above materials at work site having double lock arrangements (By Double lock it is meant that godown shall always be locked by two locks, one lock being owned & operated by Contractor & other by Engineer in-charge or his authorised representative and the door shall be open able after both locks are opened.)

8. If required, the weighment of cement bags/steel, bulk asphalt bouzers etc. brought by the contractor shall be carried out by the contractor at his own cost.
9. The contractor shall not use cement and other material for the item to be executed outside the scope of this contract except for such ancillary small item as are connected and absolutely necessary for execution of this work as may be decided by the Engineer in-charge.

10. The Government shall not be responsible for the loss in cement, steel, bulk asphalt etc. during transit to work site. The Cement brought by the contractor at the work site store shall mean 50kg., equivalent to 0.0347 cubic metre per bag by weight. The rate quoted should correspond to this method of reckoning. In case of ordinary/controlled concrete, if cement is found short, the shortage/shortages will be made good by the contractor at his cost.

11. In case of materials brought by the Contractor become surplus owing to the change in the design of the work, the materials should be taken back by the contractor at his own cost after prior permission of the engineer in-charge.

12. All empty cement bags or empty asphalt drums shall be the property of contractor and the same shall be removed immediately after completion of work.

13. R.C.C. pipes required for the construction of C.D. works (included in this work) should be purchased by the contractor from M. S. S. I. D. C. only. Contractor shall produce necessary proof of purchasing from MSSIDC. Failing to which the cost of pipe in bill shall be withheld till receipt of proof.
REGISTER NO. 1
FOR RECEIPTS & CONSUMPTION OF CEMENT

Name of Work :
_____________________________________________________________
_____________________________________________________________
_____________________________________________________________

Balance since last week at the Work Site:

STATEMENT OF RECEIPT AND CONSUMPTION

<table>
<thead>
<tr>
<th>Date</th>
<th>No of Bages received</th>
<th>No of bages Consumed</th>
<th>Balance No. of Bages at end of day</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

Contractor’s Signature  Supervisor’s Signature.

Contractor  No of Correction  Executive Engineer
REGISTER NO. 2

Chart showing weekly required theoretical consumption and actual consumption of cement bags for work done actually for the following items

1) Brick Masonry in C.M. 1:6
2) RCC M-10, M-15, M-20
3) PCC M-8, M-10.
4) Others.

ABSTRACT ENDING ............................................................................................................................................

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item</th>
<th>Work Done</th>
<th>Theoretical consumption constant (in bags)</th>
<th>Theoretical required consumption constant of cement (in No. of bags)</th>
<th>Cement Actual Consumption (in No. of bags)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

Contractor’s Signature                      Supervisor’s Signature.
REGISTER NO. 1
(Receipt, consumption & balance for months ending ......)

.......... Division ......................... Place of work .........................

Name of Work :-

Balance since last months | Type and quantities in M.T.
---------------------------|-----------------------------
| Type                     |
| Quantity                 |

Daily receipt, Consumption and balance of steel for week ending.

<table>
<thead>
<tr>
<th>Date</th>
<th>Receipt of Steel (M.T.)</th>
<th>Consumption of Steel (M.T.)</th>
<th>Balance of each transaction</th>
<th>Abstract of balance steel for each type for week ending</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type</td>
<td>Weight in M.T.</td>
<td>Type</td>
<td>Weight in M.T.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>

Contractor’s signature for issued / consumed Steel Quantity

Signature of J.E. Sec. Engineer
REGISTER NO. 2

Statement for comparison of steel consumed on each item and theoretical consumption as per drawing for month ending

Name of Work :-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item executed</th>
<th>Quantity</th>
<th>Qty. of steel to be consumed as per design drawing (in M.T.)</th>
<th>Actually consumed steel (in M.T.)</th>
</tr>
</thead>
</table>

Contractor’s signature for issued / consumed Steel Quantity

Signature of J.E. Sec. Engineer
D. COST CONTROL

37.0 Bill of Quantities

37.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38.0 Claims for Quantity entered in the tenders

Excess quantity of any tender shall be executed by prior permission of competent authorities. These quantities shall be payable at accepted tender rates only.

38.1 Deleted

38.2 Deleted

38.3 Deleted.

39.0 Deleted

40.0 Deleted

41.0 Cash Flow Forecasts

41.1 When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

42.0 Payment Certificates

42.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

42.2 The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51 of the Contract Data (Secured Advance).

42.3 The value of work executed shall be determined by the Engineer.

42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

42.5 The value of work executed shall include the valuation of Variations and Compensation Events.

42.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
43.0 Payments

43.1. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The bill shall be paid after due verification and upon availability of budget.

43.2. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44.0 Compensation Events

44.1 Compensation shall be applicable and only extension may be considered on merits if not on part of Contractor.

44.2 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

45.0 Tax

45.1 The rates quoted by the Contractor shall be deemed to be inclusive of all taxes except GST that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.


Extra Burden of GST if any shall be compensated by PWD upon production of authenticated records of net burden on account of GST.

46.0 Currencies

46.1 All payments shall be made in Indian Rupees.

47.0 PRICE VARIATION CLAUSE for Bitumen Component

If during the operative period of the Contract as defined in condition (i) below, there shall be any variation in major construction materials like, Bitumen, Cement, Steel then subject to the other conditions mentioned below,

(1) Bitumen Component
(2) Cement Component
(3) Steel Component

calculated as per the formula hereinafter appearing, shall be made. Apart from these, no other adjustments shall be made to the contract price for any reasons whatsoever.
P = The cost of bitumen, calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration.

1. Bulk Asphalt of 60/70 Grade Rs. 23830.00 / Metric Tonne
2. Cement Rs. 4200.00 / Metric Tonne
3. Steel Rs. 33425.00 / Metric Tonne

1. **Formula for Bitumen Component Including**

\[ V_1 = QB \left( B_1 - B_0 \right) \]

\[ V_1 = \text{Amount of price variation in Rupees to be allowed for Bitumen component.} \]

\[ QB = \text{Quantity of Bitumen (Grade 60/70) in metric tonnes used in the permanent works and approved enabling works during the quarter under consideration.} \]

\[ B_1 = \text{Current, average ex-refinery price per metric tonne of Bitumen (Grade 60/70) under consideration including taxes (octroi, excise sales tax) during the quarter under consideration.} \]

\[ B_0 = \text{Basic rate of Bitumen in rupees per metric tonne as considered for working out value of P or average ex-refinery price in rupees per metric ton including taxes (octroi, excise sales tax) of Bitumen for the grade of bitumen under consideration prevailing quarter preceding the month in which the last date prescribed for receipt of tender, falls, whichever is higher} \]

2. **Formula for HYSD and Mild or TMT Steel component.**

\[ V_5 = \frac{So \left( S_{I1} - S_{I0} \right)}{S_{I0}} \times T \]

\[ V_5 = \text{Amount of price variation in Rupees to be allowed for HYSD/ Mild Steel component.} \]

\[ So = \text{Basic rate of HYSD/Mild or TMT Steel in rupees per metric tonne as considered for working out value of P} \]

\[ S_{I1} = \text{Average Steel Index as per RBI Bulletin during the quarter under consideration.} \]

\[ S_{I0} = \text{Average of Steel Index as per RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender, falls} \]

\[ T = \text{Tonnage of steel used in the permanent works for the quarter under consideration.} \]

3. **Formula for Cement (OPC) component.**

\[ V_6 = \frac{C_0 \left( C_{I1} - C_{I0} \right)}{C_{I0}} \]

\[ V_6 = \text{Amount of price variation in Rupees to be allowed for cement (OPC) component.} \]

\[ C_0 = \text{Basic rate of cement (OPC) in rupees per metric ton as considered for working out value of P.} \]

\[ C_{I1} = \text{Average cement (OPC) Index published in the RBI bulletin for the quarter under consideration.} \]

\[ C_{I0} = \text{Average of cement (OPC) Index published in the RBI bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender, falls} \]
T = Tonnage of cement (OPC) used in the permanent works for the quarter under consideration.

**PRICE ADJUSTMENT for labour, materials, fuels and lubricants**

Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants excluding bitumen, cement and steel in accordance with the following principles and procedures and as per formula given in the contract data. The price variation clause to be included shall be read as follows:

(a) The price adjustment shall apply for the work done from the start date given in the contract data up to the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) The price adjustment shall be determined during each month from the formula given in the contract data.

(c) Following expressions and meanings are assigned to the work done during each month:

(d) This Price Variation is restricted up to 5% of accepted contract value excepting compensation payable under material (Bitumen, Steel, Cement).

\[ R = \text{Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month, minus the cost of Cement, HYSD, TMT and Mild Steel, Bitumen, consumed during the month at Stared Rate provided in the Tender.} \]

To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

The formula (e) for adjustment of prices are:

\[ R = \text{As specified above} \]

Component percentage as given below

(i) Labour Component – 29.00%  
(ii) Material Component – 62.00%  
(iii) POI Component – 09.00%

**Adjustment for labour component**

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

\[ VL = 0.85 \times P1/100 \times R \times (LI - Lo) / Lo \]

(ii) \[ VL = \text{increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.} \]

(iii) \[ Lo = \text{the consumer price index for industrial workers for the State on 28 days preceding the date of opening of Bids as published by Labour Bureau, Ministry of Labour, Government of India.} \]

(iv) \[ LI = \text{The consumer price index for industrial workers for the State for the under consideration as published by Labour Bureau, Ministry of Labour, Government of India.} \]
47.2 The following conditions shall prevail: for **PRICE Variation for Bitumen, Steel, Cement, labour, materials, fuels and lubricants**

i) The operative period of the Contract shall mean the period commencing from the date of work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the Contract for work expires, taking into consideration the extension of time, if any, for completion of the work granted by the Engineer under the relevant clause of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the Engineer as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices, B1, CI1, SI1, P1, P2, and Pm to the levels corresponding to the date from which such compensation is levied

ii) The price variation under this Clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of Clause 38 of the contract from .

48.0 Retention

48.1 Deleted

49.0 Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1.

49.3 If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.
The employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

49.4. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking-Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

50.0  **Deleted**

51. **Secured Advance**

The Engineer shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the Contract Data.

52. **Securities**

52.1 The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security and additional security for unbalanced bids shall be valid until a date 28 days from the date of defect liability period.

53.0  **Deleted**

54.0  **Cost of Repairs**

54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
E. FINISHING THE CONTRACT

55.0 Completion

55.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

56.0 Taking Over

56.1 The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

57.0 Final Account

57.1 The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

58.0 Operating and Maintenance Manuals-

58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

58.2 Deleted

59.0 Termination

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract include, but shall not be limited to the following:
   (a) the Contractor stops work for 15 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
   (b) the Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

**(d) Deleted**

(e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

59.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Employer may terminate the Contract **or with draw the part of whole of the work** for convenience.

59.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site, Soon as reasonably possible.

**60.0 Payment upon Termination**

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.
60.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

61.0 Property

61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

62.0 Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.
F. SPECIAL CONDITIONS OF CONTRACT

1. **LABOUR:**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

2. **COMPLIANCE WITH LABOUR REGULATIONS:**

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

*The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.*
SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO
ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER
CONSTRUCTION WORK.

(a) Workmen Compensation Act 1923 or as amended.

(b) Payment of Gratuity Act 1972 or as amended.

(c) Employees P.P. and Miscellaneous Provision Act 1952 or as amended:

(d) Maternity Benefit Act 1951 or as amended.

(e) Contract Labour (Regulation & Abolition) Act 1970 or as amended:

(f) Minimum Wages Act 1948 or as amended.

(g) Payment of Wages Act 1936 or as amended.

(h) Equal Remuneration Act 1979 or as amended.

(i) Payment of Bonus Act 1965 or as amended.

(j) Industrial Disputes Act 1947 or as amended.

(k) Industrial Employment (Standing Orders) Act 1946 or as amended.

(l) Trade Unions Act 1926 or as amended.

(m) Child Labour (Prohibition & Regulation) Act 1986 or as amended.

(n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979 or as amended.

(o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 or as amended.

(p) Factories Act 1948 or as amended.
----- NIL ------
SECTION-4

CONTRACT DATA
---NIL---
**Contract Data**

<table>
<thead>
<tr>
<th>Items marked “N/A” do not apply in this Contract</th>
<th>Clause Reference with respect to Section - 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The Employer is (Chief Engineer, Public Works Region, Aurangabad Address: Chief Engineer, Public Works Region, Aurangabad, Bandkam Bhavan, Behind Old Court Building, Adalat Road, Aurangabad</td>
<td>[Cl.1.1]</td>
</tr>
<tr>
<td>2. The Engineer is Executive Engineer, Public Works Division, Parbhani</td>
<td></td>
</tr>
<tr>
<td>3. All Disputes will be short out as per Cl No. 25</td>
<td>[Cl. 25]</td>
</tr>
<tr>
<td>4. The Defects Liability Period is Two years</td>
<td>[Cl.1.1 &amp; 35]</td>
</tr>
<tr>
<td>5. The Start Date <strong>shall be date of Issue of Notice to Proceed with work</strong></td>
<td>[Cl.1.1]</td>
</tr>
<tr>
<td>6. The Intended Completion Date for the whole of the Works is 18 months including monsoon period after start of work with the following milestones:</td>
<td>[Cl.1.1,17&amp;28]</td>
</tr>
</tbody>
</table>

**Milestone dates:**

<table>
<thead>
<tr>
<th>Period from the start date</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Milestone 1: 15 % of the work in 25 % of the time</td>
</tr>
<tr>
<td>ii) Milestone 2: 40 % of the work in 50 % of the time</td>
</tr>
<tr>
<td>iii) Milestone 3: 75 % of the work in 75 % of the time</td>
</tr>
<tr>
<td>iv) Milestone 4: 100 % of the work in 100 % of the time</td>
</tr>
<tr>
<td>7. Site Location</td>
</tr>
<tr>
<td>8. The name and identification number of the Contract is:</td>
</tr>
</tbody>
</table>
9. The work consist of

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The works shall, inter alia, include the following, as specified or as directed:</td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>[CI 1.1.]</td>
</tr>
</tbody>
</table>

(A) **Road Works**
- Site Clearance; setting out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road/parallel service road; bituminous pavements remodelling/construction of junctions, intersections, bus bays, laybys; supplying and placing of drainage channels, flumes, guard posts and guard other related items; construction/extension of cross drainage works, bridges, approaches and other related stones; road markings, road signs and kilometre / hectometre stones; protective works for roads/bridges; all aspects of quality assurance of various components of the works rectification of the defects in the completed works during the Defects Liability Period; submission of “As Built” drawings and other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety.

(B) **Bridge Works**
- Site Clearance; setting out, provision of foundations, piers abutments and bearings; pre-stressed / reinforces cement concrete
- superstructure; wearing coat, hand railing, expansion joints, approach slabs, drainage spouts / down take pipes, arrangements for fixing light posts, water mains, utilities etc. provision of suitably designed protective works, wing / return walls; provision of road markings, road signs etc. all aspects of quality assurance; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of “As Built” drawings and other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety.

(B) **Buildings and Other Items**
- Any other items as required to fulfill all contractual obligations as per the Bid documents

10. The following documents also form part of the Contract [CI 2.3(9)]

11. The law, which applies to the Contract, is the law of Union of India including Government of Maharashtra & Local Authority [CI 3.1]

12. The language of the Contract documents is **English or Marathi** [CI 3.1]

13. Limit of sub-contacting – 50 % of th Initial Contract Price [CI 7.1]

14. The Schedule of Other Contractors [CI 8]

15. The Schedule of Key personnel - As per Annex-II to section I [Cl. 9]

16. The minimum insurance as per Cl 13 Cl. 13

17. Site investigation report – To be assessed by the contractor [Cl. 14]

18. The site possession Dates shall be same day from issue of Work order to proceed with the work [Cl. 21]
<p>| | | |</p>
<table>
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<tr>
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</tr>
</thead>
</table>
| 19. | Dispute | As per Clause No 25  
(19. | Dispute | As per Clause No 25  
|   | | [Cl. 25] |
| 20. | Deleted N/A |   |
| 21. | The period for submission of the programme for approval of Engineer shall be 21 days from the issue of letter of Acceptance | [Cl. 27.1] |
| 22. | Deleted N/A | [Cl. 27.3] |
| 23. | Deleted N/A | [Cl. 27.3] |
| 24. | The following events shall also be Compensation Events: | [Cl. 44] |
|   | Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document – |   |
|   | (i) Removal of underground utilities detected subsequently |   |
|   | (ii) Significant change in classification of soil requiring additional mobilisation by the contractor e.g. ordinary soil to rock excavation |   |
|   | (iii) Removal of unsuitable material like marsh, debris dumps etc. not caused by the contractor |   |
|   | (iv) Artesian conditions. |   |
|   | (v) Seepage, erosion, landslide |   |
|   | (vi) River training requiring protection of permanent work |   |
|   | (vii) Presence of historical, archaeological or religious structures, monuments interfering with the works |   |
|   | (viii) Restriction of access to ground imposed by civil, judicial, or military authority. |   |
| 25. | The currency of the Contract is **Indian Rupees** | [Cl. 46] |
| 26. | Deleted | [Cl. 48] |
| 27. | Amount of liquidated damages for delay in completion of works | (I) for Whole of work  
(1/2000)th of the initial contract price rounded off to the nearest thousand per day  
(II) for sectional completion  
Maximum Limit of Liquidated damages for delay in compensation of work | [Cl. 49] |

Contractor  
No of Correction  
Executive Engineer
<table>
<thead>
<tr>
<th>Nature of Advances</th>
<th>Amount (Rs.)</th>
<th>Conditions to be fulfilled</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EQUIPMENT</strong></td>
<td></td>
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</tr>
</tbody>
</table>
| Secured advance for non-perishable materials brought to site                     | 75% of Invoice Value | a) The materials accordance with the specification for works.  
b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The Contractor shall store the bulk material in  
c) The Contractor’s records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer.  
d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof.  
e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format, and (form No. 31)  
f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer | [Cl. 35]    |
<p>| <strong>Repayment of Secured advance</strong>                                                 |              |                                                                                         | Cl. 51 |
| The advance shall be repaid from each monthly payments to the extent materials [for which advance was previously paid pursuant to Clause 51 of G. C. C.] have been incorporated into the works |              |                                                                                         |      |</p>
<table>
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</thead>
<tbody>
<tr>
<td>30.</td>
<td>The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: Performance Security for 2 percent of contract price plus Rs ......................... (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5 The Standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.</td>
<td>[Cl. 52]</td>
</tr>
<tr>
<td>31.</td>
<td>The Schedule of Operating and Maintenance Manuals ................. N/A</td>
<td>[Cl. 58]</td>
</tr>
<tr>
<td>32.</td>
<td>The date by which “as-built’ drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be.</td>
<td>[Cl. 58]</td>
</tr>
<tr>
<td>33.</td>
<td>Deleted (N/A)</td>
<td>[Cl. 58]</td>
</tr>
<tr>
<td>34.</td>
<td>Deleted (N/A)</td>
<td>[Cl. 59.2]</td>
</tr>
<tr>
<td>35.</td>
<td>The Percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 20 percent.</td>
<td>[Cl. 60]</td>
</tr>
</tbody>
</table>
NIL
SECTION 5
Technical Specification
NIL

Contractor No of Correction Executive Engineer
## Technical Specifications

**Name of Works:- Construction of Major Bridge cum Bandhara on Karadgaon Hingla Road VR-22 Near Karadgaon Tq. Dsit. Parbhani.**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Item</th>
<th>Specification No.</th>
<th>Additional Specifications, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Excavation for foundation in earth, soils of all types, sand, gravel, soft murum including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete.</td>
<td>BR.3 Page No. 102</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Excavation for foundation in hard murum including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete.</td>
<td>BR.3 Page No. 102</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Excavation for foundation in hard murum and boulders including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete.</td>
<td>BR.3 Page No. 102</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Excavation for foundation in soft rock including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete.</td>
<td>BR.3 Page No. 102</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Dewatering on BHP basis by using water pump including diversion of stream, providing cofferdams, earthen bunds etc. as may be necessary for foundation and other parts of the the works and pumping out water during and after excavation as may be required by using 5.0 to 9.0 BHP pump etc. complete. (prior approval of Superintending Engineer will be necessary)</td>
<td>BR 4 Page No 104.105</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Providing and laying in situ / ready mix / ready mix M10 cement concrete of trap/ granite/ quartzite/ gneiss metal in foundation including necessary centering, formwork, bailing out water, compacting and curing etc. complete. (with fully automatic micro processor based PLC with SCADA enabled with reversible drum type mixer/ concrete batch mix plant (pan mixer) with natural /artifical sand)</td>
<td>BR.5 Page No. 105 and B.7, Page No. 38</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Providing and laying in situ / ready mix M-25 plain cement concrete of trap /granite/quartzite/ gneiss metal for cast in situ piers, abutment, returns, wings etc. including provision of V&quot; shaped false joints to form suitable panels on the faces to approve design with compacting by vibrating and curing complete, including plywood/steel form work centering (excluding dewatering by means of pump) and including bailing out water and curing finishing in CM 1:3 etc. complete. as directed by engineer in charge basic rate shall be increased for height above 5.00 m in followinh manners b) Height upto 5 M. (With Batch Mix Plant) With fully automatic micro processor based PLC with SCADA enable with Natural / VSI standard Artificial Sand (A) Depth to 10 m percent extra for rate for (B) Depth upto 15 m Add 40 percent extra for rate (C) Depth upto 20 m Add 60 percent extra for rate ( D ) Depth upto 20 m Add 100 percent extra for rate</td>
<td>MORT&amp;H (5th Rev.) 1700, 2204</td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Description of Item</td>
<td>Specification No.</td>
<td>Additional Specifications, if any</td>
</tr>
<tr>
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<tr>
<td>8</td>
<td>Providing and laying in situ / ready mix M-30 cement concrete of trap / granite / quartzite / gneiss metal for cast in situ R.C.C. solid piers, column etc. including provision of V shaped false joints to form suitable panels on the faces to approve design with compacting by vibrating and curing complete. Including plywood / steel formwork, centering (excluding dewatering by means of pump) and including bailling out water and including CM 1:3 curing complete. a) Height upto 5 M. (With Concrete Mixer)</td>
<td>MORT &amp; H (5th Rev.) 1700, 2204, 2304</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Providing and laying in situ / ready mix controlled M-30 cement concrete of trap / granite / quartzite / gneiss metal for reinforced cement concrete caps over piers and abutments including necessary scaffolding plywood / steel formwork, compacting by vibrating, finishing in CM 1:3 and curing etc complete (Excluding reinforcement) With reversible drum type mixer / concrete batch mix plant (pan mixer) with Natural / VSI standard Artificial Sand</td>
<td>MORT &amp; H (5th Rev.) 1700, 2204, 2304</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Back filling behind abutment, wing wall and return wall as per drawings and technical specifications etc. complete. (by sandy material) .........................................................................................................................................................................................................................................................................................................................</td>
<td>MORT and H 2200 &amp;-710.1.4 of iRC 78</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Providing, cutting, bending, hooking, tying and laying in position TMT FE 500 steel bars for reinforcement for all RCC works as per detailed drawings etc. complete.</td>
<td>BR.35 Page No. 134</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Providing and laying in situ / ready mix M30 controlled cement concrete of trap / granite / quartzite / gneiss metal for RCC work in solid / deck slab etc. including ramming, vibrating, curing, formwork, centering and finishing in cement plaster excluding reinforcement etc. complete. (with fully automatic micro processor based PLC with SCADA enabled concrete batch mix plant / pan mixer and Natural / VSI standard Artificial Sand) i) Height up to 5 m, normal rate. ii) Depth 5 to 10 m, add 30 percent extra. iii) Depth 10 to 15 m, add 40 percent extra. iv) Depth 15 to 20 m, add 60 percent extra. v) Depth 20 m and above, add 100 percent extra.</td>
<td>BR.38(a) Page No. 135 and B. 7, Page No.38</td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Description of Item</td>
<td>Specification No.</td>
<td>Additional Specifications, if any</td>
</tr>
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<tr>
<td>13</td>
<td>Providing and laying in situ / ready mix M20 RCC of trap/ granite/ quartzite/ gneiss metal for RCC work of ballast walls, kerbs and box returns including scaffolding, compaction, formwork finishing and curing etc. complete. (excluding reinforcement, with fully automatic micro processor based PLC with SCADA enabled concrete batch mix plant / pan mixer with Natural / VSI standard Artificial Sand)</td>
<td>BR.50 Page No. 143 and B. 7, Page No.38</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Providing 100mm diameter GI water spouts as per detailed drawings in RCC slab and wearing surface / kerb etc. complete.</td>
<td>BR.55 Page No. 150</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Providing and filling 20 mm thick compressible fibre board in expansion joint complete as per drawings and technical specifications etc. complete.</td>
<td>MORT and H 2600</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Providing tar paper bearing including laying in proper position etc. complete.</td>
<td>As directed by Engineer in charge</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Providing and constructing 75 mm thick Modified Penetration Macadam (MPM) road surface including all materials, preparing the existing road surface, spreading 40 mm. stone metal layers 30% crusher broken metal + 70% Hand broken (by breaking rubble obtained by blasting) heating and spraying the bitumen of VG-30 grade @ 2 Kg/sqm, spreading 12 mm size chips compacting with three wheel static roller having weight 8 to 10 MT. to acheive the desired degree of compaction as per Technical Specification Clause 506 etc. complete. Including picking of existing WBM surface.</td>
<td>IRC-SP-20, 2002 Clause No. 8.7.3</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Open Graded Premix Surfacing- Providing and Laying OGC 20 mm thickness composed of 13.2 mm to 5.6 mm aggregates premixed with bituminous binder transported to site with VTS, laid over a previously prepared surface, finished to the required grade, level, alignment, and rolling to achieve the desired compaction VG-30 Bitumen, including providing and laying seal coat sealing voids in a bituminous surface laid to the specified level and cross fall using Type A seal coat but excluding prime / tack coat. For Bitumen VG-30 bulk -- USING 80 TPH Batch mix type hot mix plant with SCADA, Paver and Vibratory roller</td>
<td>MORTH 510</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Providing railing of mild steel angle post 2.0m center to center of section 75mm x 75mm x 10mm or equivalent I/C section of height 1.05 above bridge surface with minimum anchor length of 30cm including hold fast of 25mm diameter MS bar welded at the bottom and concreting of 1:3:6 of size 30cm x 30cm x 30cm with three rows of 40mm B class GI pipe provided at 30cm on center to center including scaffolding and one coat of anticorrosive paint with two coats of oil painting, curing of concrete etc. complete.</td>
<td>B.R.51(b) Page No. 145</td>
<td></td>
</tr>
<tr>
<td>Item. No.</td>
<td>Description of Item</td>
<td>Specification No.</td>
<td>Additional Specifications, if any</td>
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<tr>
<td>20</td>
<td>Providing and laying 0.90 meter thick metal mat consisting of rubble, oversize metal and normal size metal in specified thickness as per detailed drawing including supplying all materials, hand packing of rubble, spreading metal in layers and hard murum including watering and compaction with power roller etc. complete.</td>
<td>As directed by Engineer in charge</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Providing and laying weep holes of 100 mm diameter AC/PVC pipes as per drawing for abutment returns, return walls etc. Complete.</td>
<td>MORT&amp;H (5th Rev.) 2705, 2706</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Providing and laying boulders apron on river bed for protection against scour with stone boulders weighing not less than 40 kg each complete as per drawings and Technical specifications etc. complete. (boulder laid without wire crates)</td>
<td>MORT and H-2500</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Providing and fixing Marble Tablet of size and description as per detailed drawings including moulded marble with 1:2 cement mortat border by curving etc. complete as directed by Engineer in charge.</td>
<td>As directed by Engineer in charge</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Providing earth work in embankment with approved materials obtained from departmental land or other sources upto lead of 50m. including all lifts, laying in layers of 20cm. to 30cm. thickness breaking clods, dressing to the required lines, curves, grades and section, watering and compaction with Power roller to achieve not less than 97 % of standard proctor density etc. complete</td>
<td>MORTH 305</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Conveying materials obtained from road cutting including all lifts, laying in layers of 20cm. to 30cm. breaking clods, dressing to the required lines, curves, grades and section, watering and compacting to not less than 97% of standard proctor density for a lead of 300m. to 500m. inclusive, from the site of excavation to the site of deposition as directed.</td>
<td>MORTH 305</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Excavation for foundation in hard rock by chiselling and wedging or line drilling including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete. (excluding dewatering)</td>
<td>BR-3 Page No. 102</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader/ Paver on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per clause 401 -- Plant Mix Method and Grading - I Material</td>
<td>MORTH 401</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader / Paver on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per clause 401 -- Plant Mix Method and Grading - II Material</td>
<td>MORTH 401</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Construction of dry rubble flooring at cross drainage works etc. complete.</td>
<td>MORT and H 2500</td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Description of Item</td>
<td>Specification No.</td>
<td>Additional Specifications, if any</td>
</tr>
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<tr>
<td>30</td>
<td>Providing dry rubble stone pitching 23 cm (about 9&quot;) thick including all material, quarry spalls, labour etc. complete.</td>
<td>MORTH 2504</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Providing Quality Contoal Testing Charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>CBR test</td>
<td>As Directed By Engineer in Charge</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Compaction test</td>
<td>As Directed By Engineer in Charge</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Concrete Mix Design</td>
<td>As Directed By Engineer in Charge</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Compression Test</td>
<td>As Directed By Engineer in Charge</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Core sample</td>
<td>As Directed By Engineer in Charge</td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>Steel below 16 mm dia</td>
<td>As Directed By Engineer in Charge</td>
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<tr>
<td>g</td>
<td>Steel above 16 mm dia</td>
<td>As Directed By Engineer in Charge</td>
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<tr>
<td>h</td>
<td>Asphalt</td>
<td>As Directed By Engineer in Charge</td>
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<td>i</td>
<td>Extraction</td>
<td>As Directed By Engineer in Charge</td>
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</tr>
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<td>Item. No.</td>
<td>Description of Item</td>
<td>Specification No.</td>
<td>Additional Specifications, if any</td>
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<td>----------</td>
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</tr>
<tr>
<td>j</td>
<td>Murum</td>
<td>As Directed By Engineer in Charge</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Providing and fabricating structural steel work in rolled sections, fixed with connecting plates or angle cleats in main and cross beams, hip and jack rafters, purlins connecting to truss members and the like, as per detailed designs and drawing or as directed including cutting, fabricating, hoisting, erecting, fixing in position, making riveted/bolted/welded connections and one coat of anticorrosive paint and over it two coats of oil painting of approved quality and shade etc. complete.</td>
<td>Bd.C.3 Page No. 275</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Royalty Charges</td>
<td>As Directed By Engineer in Charge</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 6
FORM OF BID
Contractor No of Correction Executive Engineer

---------------------NIL---------------------
FORM OF BID

Description of the Works: -----------------

To,

Address: --------------

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum(s) of

( ---------------------------------------- )

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.

3. We agree to abide by this Bid for the period of 75/90/120 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ................................ day of .................................. 20 ...................

Signature __________________________ in the capacity of ___________ duly authorised sign bids for and on behalf of ________________________________

(in block capitals or typed) Address

Witness

Address

Occupation

# Note-The bidder will submit this form online without his financial offer. The bidder shall fill the rates online in the BOQ sheet provided in the e-tender portal only.
NIL
<table>
<thead>
<tr>
<th>Contractor</th>
<th>No of Correction</th>
<th>Executive Engineer</th>
</tr>
</thead>
</table>

SECTION 7
BILLS of QUANTITY
NIL
BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.

2. The quantities given in the Bill of Quantities are final and The contractor shall if ordered in writing by the Executive Engineer, to carry out any quantities in excess of tender quantity will be paid at the rate of the item specified in the tender only. If Contractor executed without obtaining the order in writing from the Executive Engineer than no payment will be made to contractor.

3. The rates and prices tendered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.

4. The rates and prices shall be quoted entirely in Indian Currency.

5. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.

8. The method of measurement of completed work for payment shall be in accordance with the specification for Road and Bridge Works published by the Ministry of Surface Transport (edition).

9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.

10. Rock is defined as all materials which, in the opinion of the Engineer, require blasting or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear mounted heavy duty ripper.

Note: The bidder shall fill the rates online in the BOQ sheet provided in the e-tender portal only
------------------------NIL------------------------
**Bills of Quantities**

Name of work: -

Construction of Major Bridge Cum Bandhara on Karadgaon Hingla Road VR-22 Near Karadgaon Tq. Dsit. Parbhani.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item No.</th>
<th>Description of Item</th>
<th>Rate in Figures</th>
<th>Rate in Words</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5761.991</td>
<td>1</td>
<td>Excavation for foundation in earth, soils of all types, sand, gravel, soft murum including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete.</td>
<td></td>
<td></td>
<td>Per Cubic Metre</td>
<td></td>
</tr>
<tr>
<td>573.86</td>
<td>2</td>
<td>Excavation for foundation in hard murum including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete.</td>
<td></td>
<td></td>
<td>Per Cubic Metre</td>
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<tr>
<td>488.82</td>
<td>3</td>
<td>Excavation for foundation in hard murum and boulders including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete.</td>
<td></td>
<td></td>
<td>Per Cubic Metre</td>
<td></td>
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<tr>
<td>1318.97</td>
<td>4</td>
<td>Excavation for foundation in soft rock including shoring and strutting as necessary and disposing off excavated stuff as directed etc. complete.</td>
<td></td>
<td></td>
<td>Per Cubic Metre</td>
<td></td>
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<tr>
<td>416.00</td>
<td>5</td>
<td>Dewatering on BHP basis by using water pump including diversion of stream, providing cofferdams, earthen bunds etc. as may be necessary for foundation and other parts of the the works and pumping out water during and after excavation as may be required by using 5.0 to 9.0 BHP pump etc. complete. (prior approval of Superintending Engineer will be necessary)</td>
<td></td>
<td></td>
<td>Hour</td>
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<tr>
<td>2702.72</td>
<td>6</td>
<td>Providing and laying in situ / ready mix / ready mix M10 cement concrete of trap/ granite/ quartzite/ gneiss metal in foundation including necessary centering, formwork, bailing out water, compacting and curing etc. complete. (with fully automatic micro processor based PLC with SCADA enabled with reversible drum type mixer/ concrete batch mix plant (pan mixer) with natural /artifical sand)</td>
<td></td>
<td></td>
<td>Per Cubic Metre</td>
<td></td>
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No. of corrections

111

Contractor's Signature

Executive Engineer

111
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<th>Rate in Words</th>
<th>Unit</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1600.47</td>
<td>7</td>
<td>Providing and laying in situ / ready mix M-25 plain cement concrete of trap/granite/quartzite/gneiss metal for cast in situ piers, abutment, returns, wings etc. including provision of V&quot; shaped false joints to form suitable panels on the faces to approve design with compacting by vibrating and curing complete, including plywood/steel form work centering (excluding dewatering by means of pump) and including bailling out water and curing finishing in CM 1:3 etc. complete. as directed by engineer in charge. basic rate shall be increased for height above 5.00 m in followihg manners b) Height upto 5 M. (With Batch Mix Plant) With fully automatic micro processor based PLC with SCADA enable with Natural / VSI standard Artificial Sand (A) Depth to 10 m percent extra for rate for (B) Depth upto 15 m Add 40 percent extra for rate (C) Depth upto 20 m Add 60 percent extra for rate (D) Depth upto 20 m Add 100 percent extra for rate</td>
<td></td>
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<tr>
<td>914.30</td>
<td>8</td>
<td>Providing and laying in situ / ready mix M-30 cement concrete of trap/granite/quartzite/gneiss metal for cast in situ R.C.C. solid piers, column etc. including provision of V shaped false joints to form suitable panels on the faces to approve design with compacting by vibrating and curing complete. Including plywood/steel formwork, centering (excluding dewatering by means of pump) and including bailling out water and including CM 1:3 curing complete. a) Height upto 5 M. (With Concrete Mixer)</td>
<td></td>
<td></td>
<td>Per Cubic Metre</td>
<td></td>
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<tr>
<td>Quantity</td>
<td>Item No.</td>
<td>Description of Item</td>
<td>Rate in Figures</td>
<td>Rate in Words</td>
<td>Unit</td>
<td>Amount</td>
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<tr>
<td>59.86</td>
<td>9</td>
<td>Providing and laying in situ / ready mix controlled M-30 cement concrete of of trap / granite / quartzite / gneiss metal for reinforced cement concrete caps over piers and abutments including necessary scaffolding plywood / steel formwork, compacting by vibrating, finishing in CM 1:3 and curing etc complete (Excluding reinforcement) With reversible drum type mixer / concrete batch mix plant (pan mixer) with Natural / VSI standard Artificial Sand</td>
<td></td>
<td></td>
<td>Per Cubic Metre</td>
<td></td>
</tr>
<tr>
<td>460.28</td>
<td>10</td>
<td>Back filling behind abutment, wing wall and return wall as per drawings and technical specifications etc. complete. (by sandy material)</td>
<td></td>
<td></td>
<td>Per Cubic Metre</td>
<td></td>
</tr>
<tr>
<td>294.44</td>
<td>11</td>
<td>Providing, cutting, bending, hooking, tying and laying in position TMT FE 500 steel bars for reinforcement for all RCC works as per detailed drawings etc. complete.</td>
<td></td>
<td></td>
<td>Per Metric Tonne</td>
<td></td>
</tr>
<tr>
<td>677.34</td>
<td>12</td>
<td>Providing and laying in situ / ready mix M30 controlled cement concrete of trap / granite / quartzite / gneiss metal for RCC work in solid / deck slab etc. including ramming, vibrating, curing, formwork, centering and finishing in cement plaster excluding reinforcement etc. complete. (with fully automatic micro processor based PLC with SCADA enabled concrete batch mix plant / pan mixer and Natural / VSI standard Artificial Sand) i) Height up to 5 m, normal rate. ii) Depth 5 to 10 m, add 30 percent extra. iii) Depth 10 to 15 m, add 40 percent extra. iv) Depth 15 to 20 m, add 60 percent extra. v) Depth 20 m and above, add 100 percent extra.</td>
<td></td>
<td></td>
<td>Per Cubic Metre</td>
<td></td>
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<tr>
<td>14.175</td>
<td>13</td>
<td>Providing and laying in situ / ready mix M30 RCC of trap / granite / quartzite / gneiss metal for RCC work of ballast walls, kerbs and box returns including scaffolding, compaction, formwork finishing and curing etc. complete. (excluding reinforcement, with fully automatic micro processor based PLC with SCADA enabled concrete batch mix plant / pan mixer with Natural / VSI standard Artificial Sand)</td>
<td></td>
<td></td>
<td>Per Cubic Metre</td>
<td></td>
</tr>
<tr>
<td>Quantity</td>
<td>Item No.</td>
<td>Description of Item</td>
<td>Rate in Figures</td>
<td>Rate in Words</td>
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<tr>
<td>60.00</td>
<td>14</td>
<td>Providing 100mm diameter GI water spouts as per detailed drawings in RCC slab and wearing surface / kerb etc. complete.</td>
<td></td>
<td></td>
<td>Per Number</td>
<td></td>
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<tr>
<td>95.40</td>
<td>15</td>
<td>Providing and filling 20 mm thick compressible fibre board in expansion joint complete as per drawings and technical specifications etc. complete.</td>
<td></td>
<td></td>
<td>Per Running Metre</td>
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<tr>
<td>81.00</td>
<td>16</td>
<td>Providing tar paper bearing including laying in proper position etc. complete.</td>
<td></td>
<td></td>
<td>Per Square Metre</td>
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</tr>
<tr>
<td>2908.58</td>
<td>17</td>
<td>Providing and constructing 75 mm. thick Modified Penetration Macadam (MPM) road surface including all materials, preparing the existing road surface, spreading 40 mm. stone metal layers 30% crusher broken metal + 70% Hand broken (by breaking rubble obtained by blasting) heating and spraying the bitumen of VG-30 grade @ 2 Kg/sqm, spreading 12 mm.size chips compacting with three wheel static roller having weight 8 to 10 MT. to achieve the desired degree of compaction as per Technical Specification Clause 506 etc. complete. Including picking of existing WBM surface.</td>
<td></td>
<td></td>
<td>Per Square Metre</td>
<td></td>
</tr>
<tr>
<td>2908.58</td>
<td>18</td>
<td>Open Graded Premix Surfacing- Providing and Laying OGC 20 mm thickness composed of 13.2 mm to 5.6 mm aggregates premixed with bituminous binder transported to site with VTS , laid over a previously prepared surface, finished to the required grade, level, alignment, and rolling to achieve the desired compaction VG-30 Bitumen, including providing and laying seal coat sealing voids in a bituminous surface laid to the specified level and cross fall using Type A seal coat but including prime / tack coat. For Bitumen VG-30 bulk -- USING Drum mix type hot mix plant with SCADA, Paver and Vibratory roller</td>
<td></td>
<td></td>
<td>Per Square Metre</td>
<td></td>
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</table>

Contractor’s Signature

No. of corrections 114

Executive Engineer
<table>
<thead>
<tr>
<th>Quantity</th>
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<th>Description of Item</th>
<th>Rate in Figures</th>
<th>Rate in Words</th>
<th>Unit</th>
<th>Amount</th>
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<tbody>
<tr>
<td>283.62</td>
<td>19</td>
<td>Providing railing of mild steel angle post 2.0m center to center of section 75mm x 75mm x 10mm or equivalent I/C section of height 1.05 above bridge surface with minimum anchor length of 30cm including hold fast of 25mm diameter MS bar welded at the bottom and concreting of 1:3:6 of size 30cm x 30cm x 30cm with three rows of 40mm B class GI pipe provided at 30cm on center to center including scaffolding and one coat of anticorrosive paint with two coats of oil painting, curing of concrete etc. complete.</td>
<td></td>
<td></td>
<td>Per Running Metre</td>
<td></td>
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<tr>
<td>143.17</td>
<td>20</td>
<td>Providing and laying 0.90 meter thick metal mat consisting of rubble, oversize metal and normal size metal in specified thickness as per detailed drawing including supplying all materials, hand packing of rubble, spreading metal in layers and hard murum including watering and compaction with power roller etc. complete.</td>
<td></td>
<td></td>
<td>Per Square Metre</td>
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<tr>
<td>181.84</td>
<td>21</td>
<td>Providing and laying weep holes of 100 mm diameter AC/PVC pipes as per drawing for abutment returns, return walls etc. Complete.</td>
<td></td>
<td></td>
<td>Per Running Meter</td>
<td></td>
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<tr>
<td>356.40</td>
<td>22</td>
<td>Providing and laying boulders apron on river bed for protection against scour with stone boulders weighing not less than 40 kg each complete as per drawings and Technical specifications etc. complete. (boulder laid without wire crates)</td>
<td></td>
<td></td>
<td>Per Cubic Metre</td>
<td></td>
</tr>
<tr>
<td>1.00</td>
<td>23</td>
<td>Providing and fixing Marble Tablet of size and description as per detailed drawings including moulded marble with 1:2 cement mortat border by curving etc. complete as directed by Engineer in charge.</td>
<td></td>
<td></td>
<td>Per Number</td>
<td></td>
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<tr>
<td>428.90</td>
<td>24</td>
<td>Providing earth work in embankment with approved materials obtained from departmental land or other sources upto lead of 50m. including all lifts, laying in layers of 20cm. to 30cm. thickness breaking clods, dressing to the required lines, curves, grades and section, watering and compaction with Power roller to achieve not less than 97 % of standard proctor density etc. complete</td>
<td></td>
<td></td>
<td>Per Cubic Metre</td>
<td></td>
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</tbody>
</table>

Contractor's Signature

No. of corrections 115

Executive Engineer
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<th>Rate in Figures</th>
<th>Unit</th>
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<tbody>
<tr>
<td>1190.83</td>
<td>25</td>
<td>Conveying materials obtained from road cutting including all lifts, laying in layers of 20cm. to 30cm. breaking clods, dressing to the required lines, curves, grades and section, watering and compacting to not less than 97% of standard proctor density for a lead of 300m. to 500m. inclusive, from the site of excavation to the site of deposition as directed.</td>
<td>25</td>
<td>Per Cubic Metre</td>
<td></td>
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<tr>
<td>670.89</td>
<td>26</td>
<td>Excavation for foundation in hard rock by chiselling and wedging or line drilling including shoring and strutting as necessary and disposing of excavated stuff as directed etc. complete. (excluding dewatering)</td>
<td>670.89</td>
<td>Per Cubic Metre</td>
<td></td>
</tr>
<tr>
<td>669.00</td>
<td>27</td>
<td>Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader/ Paver on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per clause 401 -- Plant Mix Method and Grading - I Material</td>
<td>669.00</td>
<td>Per Cubic Metre</td>
<td></td>
</tr>
<tr>
<td>519.00</td>
<td>28</td>
<td>Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader / Paver on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per clause 401 -- Plant Mix Method and Grading - II Material</td>
<td>519.00</td>
<td>Per Cubic Metre</td>
<td></td>
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<tr>
<td>265.68</td>
<td>29</td>
<td>Construction of dry rubble flooring at cross drainage works etc. complete.</td>
<td>265.68</td>
<td>Per Cubic Metre</td>
<td></td>
</tr>
<tr>
<td>2382.03</td>
<td>30</td>
<td>Providing dry rubble stone pitching 23 cm (about 9 ) thick including all material, quarry spalls, labour etc. complete.</td>
<td>2382.03</td>
<td>Per Square Metre</td>
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<tr>
<td>31</td>
<td>a</td>
<td>Providing Quality Contoal Testing Charges</td>
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<td>Per Number</td>
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<td>3.00</td>
<td>c</td>
<td>Concrete Mix Design</td>
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<td>Per Number</td>
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<td>145.00</td>
<td>d</td>
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<td></td>
<td>Per Number</td>
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<td>Core sample</td>
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<td>Per Number</td>
<td></td>
</tr>
<tr>
<td>10.00</td>
<td>f</td>
<td>Steel below 16 mm dia</td>
<td></td>
<td>Per Number</td>
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<tr>
<td>50.00</td>
<td>g</td>
<td>Steel above 16 mm dia</td>
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<td>Per Number</td>
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<td>3.00</td>
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<td>Asphalt</td>
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<td>Per Number</td>
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<td>2.00</td>
<td>i</td>
<td>Extraction</td>
<td></td>
<td>Per Number</td>
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<td>5.00</td>
<td>j</td>
<td>Murum</td>
<td></td>
<td>Per Number</td>
<td></td>
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<tr>
<td>75.60</td>
<td>32</td>
<td>Providing and fabricating structural steel work in rolled sections, fixed with connecting plates or angle cleats in main and cross beams, hip and jack rafters, purlins connecting to truss members and the like, as per detailed designs and drawing or as directed including cutting, fabricating, hoisting, erecting, fixing in position, making riveted/bolted/welded connections and one coat of anticorrosive paint and over it two coats of oil painting of approved quality and shade etc. complete.</td>
<td>Per Square Metre</td>
<td></td>
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<tr>
<td>5093.18</td>
<td>33</td>
<td>Royalty Charges</td>
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<td>Per Cubic Metre</td>
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Contractor's Signature

No. of corrections

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Executive Engineer,
Public Works Division,
Parbhani.

Contractor's Signature

No. of corrections 118

Executive Engineer
SECTION – 8
SECURITIES AND OTHER FORMS
PERFORMANCE BANK GUARANTEE

To,

____________________________ [name of Engineer ]
____________________________ [address of Engineer]

WHEREAS _____________________________ [name and address of Contractor]
(hereafter called “The Contractor”) has undertaken, in pursuance of Contract No. ____________
dated ________ to execute ______________ [name of Contract and brief description of Works] (hereinafter called “the Contractor”) AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of ______________ [amount of guarantee]*
___________________________ (in words), such sums being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ______________ [amount of guarantee] as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the Guarantor ______________
Name of Bank _______________________________
Address ____________________________________
Date __________

An Amount shall be inserted by the Guarantor, representing the percentage the contract price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.
INDENTURE FOR SECURED ADVANCES
FROM 31
(For use in cases in which the contract is for finished work and the contractor has entered into an
agreement for the execution of a certain specified quantity of work in a given time.)

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

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

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

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

Now THIS INDENTURE WINTNESSE that in pursuance of the said agreement and in
consideration of the sum of Rupees _______________ on or before the execution of
these presents paid to the Contractor by the Employer (the receipt where of the Contractor doth
hereby acknowledge) and of such further advance (if any) as may be made to him as a for said the
Contractor doth hereby covenant and agree with the President and declare as follows:

(1) That the said sum of Rupees ______________________ so advanced by
the Engineer to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid
shall be employed by the Contractor in or towards expending the execution of the said works and
for no other purpose whatsoever.

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

Contractor                              No of Correction                                         Executive Engineer
(3) That the materials detailed in the said account of Secured Advance and all other materials on the security of which any further advance or advance may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.

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

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

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

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Engineer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Engineer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Engineer to reply and pay the same respectively to him accordingly.
(8) That the contractor hereby charges all the said materials with the repayment to the Employer of
the said sum of Rupees [114] and any further sum or sums advanced as aforesaid and all costs,
charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is
hereby agreed and declared that notwithstanding anything in the said agreement and without
prejudice to the power contained therein if and whenever the covenant for payment and
repayment here-in-before contained shall become enforceable and the money owing shall not
be paid in accordance there with the Engineer may at any time thereafter adopt all or any of
the following courses as he may deem best :

(a) Seize and utilise the said materials or any part thereof in the completion of the said
works on behalf of the contractor in accordance with the provisions in that behalf
contained in the said agreement debiting the contractor with the actual cost of effecting
such completion and the amount due to the contractor with the value of work done as if
he had carried it out in accordance with the said agreement and at the rates thereby
provided. If the balance is against the contractor, he is to pay same to the Engineer on
demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of
the moneys arising from the sale retain all the sums aforesaid repayable or payable to
the Engineer under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due
to the Contractor under the said advance shall not be payable.

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

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

(Letterhead paper of the Employer)

To,

______________________  [name and address of the Contractor]

Dear Sirs,

This is to notify you that your online bid dated ____________ for execution of the ______________________ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees ______________ ( ____________ ) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our agency.

We accept / do not accept that ________________ be appointed as the Adjudicator. You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. ____________ within 07 days of the receipt of the letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to ____________ and sign the contract, failing which action as stated in Para 34.2 of ITB will be taken.

Yours faithfully,

Authorised Signature Name
and title of Signatory Name
of Agency

1 Delete “Corrected and” or “and modified” if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

1 To be used only if the contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the “Instructions to Bidders”.

Contractor No of Correction Executive Engineer
Issue of Notice to proceed with the work

(Letter head of the Employer)

_________________

(Date)

To,

_______________________ [name and address of the Contractor]

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the Contract for the work of……………………………………………………………………….

Bid Price of Rs. _________.

You are hereby instructed to proceed with the execution of the said works in accordance with the documents.

Yours faithfully,

(Signature, name and title of Signatory
Authorised to sign on behalf of Employer)
AGREEMENT FORM

Agreement

This agreement, made the __________ day of __________ between ________
(name and address of the Employer) [hereinafter called “the Employer] and _____________________
(name and address of contractor) hereinafter called “the Contractor” of the other part.

Whereas the employer is desirous that the Contractor execute ________________ (name and identification number of Contractor) (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion
of such Works and the remedying of any defects therein, at a cost of Rs __________

NOW THIS AGREEMENT WITNESSTH as follows:

(1) In this Agreement, words and expression shall have the same meanings as are respectively
assigned to them in the conditions of contract hereinafter referred to and they shall be
deemed to form and be read and construed as part of this Agreement.

(2) In consideration of the payments to be made by the Employer to the Contractor as
hereinafter mentioned, the Contractor hereby covenants with the Employer to all aspects
with the provisions of the contract.

(3) The Employer hereby covenants to pay the Contractor in consideration of the execution and
completion of the Works and the remedying the defects wherein Contract Price or such
other sum as may become payable under the provisions of the Contract at the times and in
the manner prescribed by the Contract.

(4) The following documents shall be deemed to form and be ready construed as part of this
agreement viz.

i) Letter of Acceptance
ii) Notice to proceed with the works
iii) Contractor’s Bid
iv) Condition of contract : General and Special
v) Contract Date
vi) Additional condition
vii) Drawings
viii) Bill of Quantities and
ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day
and year first before written.

The Common Seal of __________ was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said

in the presence of :

Binding Signature of

Employer

Binding Signature of Contractor

Contractor No of Correction Executive Engineer
UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s. ________________ agree to abide by this bid for a period _____ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE
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<th>No of Correction</th>
<th>Executive Engineer</th>
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**SECTION 9 DRAWINGS**