Dismantling of Old Office Building & Reconstruction of New PI Office, quarters and allied facilities at Murudkhora, Tal. Murud Dist. Raigad

Tender Amount: - Rs.94,52,559/-

E-TENDER

B-1 TENDER FORM
## INDEX

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<td>12</td>
<td>List of Apparatus Required for Field Laboratory</td>
<td></td>
</tr>
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<td>Quality Assurance &amp; Maintenance</td>
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<td>Schedule ‘A’</td>
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<td>15</td>
<td>Additional Conditions for Materials (Cement, Steel etc.)</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Declaration of the Contractor</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Schedule ‘B’ &amp; Specifications ‘C’</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Drawings</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Contract Data</td>
<td></td>
</tr>
</tbody>
</table>
### 1. GENERAL INFORMATION OF CONTRACT MAHARASHTRA MARITIME BOARD HOME DEPARTMENT

**ORIGINAL AGREEMENT NO. - B-1 / CEO /………………..**

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Name of Contractor</td>
<td>:</td>
</tr>
<tr>
<td>2) Date of receipt of tender</td>
<td>: ___________</td>
</tr>
<tr>
<td>3) No. &amp; Date of work order</td>
<td>:</td>
</tr>
<tr>
<td>4) Amount put to tender</td>
<td>: Rs.94,52,559/-</td>
</tr>
<tr>
<td>5) Percentage quoted</td>
<td>:</td>
</tr>
<tr>
<td>6) Amount of Contract</td>
<td>:</td>
</tr>
<tr>
<td>7) Date of commencement</td>
<td>:</td>
</tr>
<tr>
<td>8) Time stipulated for completion of work</td>
<td>: <strong>9 (Nine) Calendar months</strong> including monsoon</td>
</tr>
<tr>
<td>9) Date of completion as per Agreement</td>
<td>:</td>
</tr>
<tr>
<td>10) Actual date of completion</td>
<td>:</td>
</tr>
<tr>
<td>11) Reference to sanction of extension of time.</td>
<td>: 1) …………………………….&lt;br&gt;2) …………………………….</td>
</tr>
</tbody>
</table>

**TO BE FILLED BY THE CONTRACTOR**

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

| Name and Signature of Contractor | : …………………………………………… |
| Power of Attorney holder | : …………………………………………… |
| With complete address | : …………………………………………… |
|………………………………………|……………………………………… |
|………………………………………|……………………………………… |
|………………………………………|……………………………………… |

Sign of contractor | No. of Corrections | Executive Engineer | 3
2. BRIEF TENDER NOTICE

2.1. E-Tender notice

Online Tenders (e-tender) in B-1 form for the following work are invited by Maharashtra Maritime Board, Mumbai on Government of Maharashtra Electronic Tender Management System portal [https://mahatenders.gov.in](https://mahatenders.gov.in) as per Tender Schedule Published on the web portal. The details can be viewed online and downloaded directly from the Government of Maharashtra e-Tendering Portal [https://mahatenders.gov.in](https://mahatenders.gov.in)

| NOTICE DETAILS |
|-----------------|-----------------|
| Tender Reference no. (Original Agreement No.) | MMB/CEO/ ENGG/Rai/18-19/37 |
| Name of Work | Dismantling of Old Office Building & Reconstruction of New PI Office, quarters and allied facilities at Murudkhora, Tal. Murud Dist. Raigad |
| Cost of blank tender document & Mode of Payment | Rs.1,180/- (Rs. One Thousand One Hundred Eighty Only) (Non-Refundable) to be paid shall be in the form of online through payment gateway |
| EMD Amount & Mode of Payment | Rs. 95,000/- (Rs. Ninety Five Thousand Only) in the form of online through payment gateway. |
| Venue of online opening of tender | Office of the Chief Executive Officer, Maharashtra Maritime Board, Mumbai |
| Address for Communication | Maharashtra Maritime Board, Indian Mercantile Chamber, 3rdFloor, Ramjibhai Kamani Marg, Ballard Estate, Mumbai-95,00001 |
| Contact Telephone & Fax Numbers | Telephone- 022-22694475 |
| e-Tendering Helpline Support: | 24X7 Tollfree telephonic help desk number :- 1800 3070 2232 Mobile:- +91-7878107985, +91-7878107986, +91-7878007972 and +91-7878007973 |

The Chief Executive Officer, Maharashtra Maritime Board, Mumbai may accept or reject any or all tenders, at any stage of tender procedure without assigning any reason.

Date:
Place: Mumbai
2.2. **E-TENDER TIME SCHEDULE** (As per e-TenderGR. Dated on 29.09.2018)

**Please Note:** All bid related activities (Process) will be governed by the time schedule given under Key Dates below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Activities</th>
<th>Date</th>
<th>Hour</th>
<th>Mins</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Publishing Date</td>
<td>16.10.2018</td>
<td>At</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>Document Download start Date</td>
<td>16.10.2018</td>
<td>At</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Document Download End Date</td>
<td>09.11.2018</td>
<td>Upto</td>
<td>17</td>
</tr>
<tr>
<td>4</td>
<td>Seek clarification start Date</td>
<td>16.10.2018</td>
<td>At</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Seek clarification end Date</td>
<td>09.11.2018</td>
<td>Upto</td>
<td>17</td>
</tr>
<tr>
<td>6</td>
<td>Bid Submission start Date</td>
<td>16.10.2018</td>
<td>At</td>
<td>10</td>
</tr>
<tr>
<td>7</td>
<td>Bid Submission closing Date</td>
<td>09.11.2018</td>
<td>Upto</td>
<td>17</td>
</tr>
<tr>
<td>8</td>
<td>Bid Opening Date</td>
<td>13.11.2018</td>
<td>At</td>
<td>12</td>
</tr>
</tbody>
</table>

*Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial tenders shall be notified in 'Press Notice / Corrigendum' section on the e-Tendering sub portal of the department before opening of the same.

**Note:-**

1. Alleligible/interested Bidders are required to be enrolled on portal [https://mahatenders.gov.in](https://mahatenders.gov.in) to participate in e-tendering.

2. Bidders should submit the document related to tender, earnest money and tender document fee under their digital signature online through payment gateway on the e tendering portal.

3. Other instructions can be seen in the tender form. All or any one of the tender may be rejected by competent authority without assigning any reason.
3. DETAILED TENDER NOTICE

NOTICE TO CONTRACTORS

Online Tenders (e-tender) in B-1 form for the following work are invited by Maharashtra Maritime Board, Mumbai on Government of Maharashtra Electronic Tender Management System portal https://mahatenders.gov.in as per Tender Schedule Published on the web portal.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of work</th>
<th>Estimated Cost in Rupees</th>
<th>Cost of Blank Tender Form in Rupees</th>
<th>Earnest Money in Rupees</th>
<th>Security Deposit in Rupees</th>
<th>Class of Contractor</th>
<th>Time limit in Calendar Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dismantling of Old Office Building &amp; Reconstruction of New PI Office, quarters and allied facilities at Murudkhora, Tal. Murud Dist. Raigad</td>
<td>Rs.94,52,559/-</td>
<td>Rs.1,180/-</td>
<td>Rs.95,000/-</td>
<td>Rs.3,80,000/-</td>
<td>Class- IV and above</td>
<td>9 (Nine) Months including monsoon period</td>
</tr>
</tbody>
</table>

For more details about the tender and tendering process the bidders may please visit the above mentioned portal.

1) To participate in e-tendering, all eligible/interested contractors are mandated to get enrolled on e-Tendering portal

2) To participate in the e tendering, bidders are required to obtain digital Signature certificate.

3) Bidders can contact the help line numbers mentioned on the website for any clarification of their doubts regarding process of Electronic Tendering System.

4) Right to amend in any of the terms and conditions of the tender as well as Right to reject any OR all tenders without assigning any reason there for is reserved by the competent authority.

3.1. TENDERING PROCEDURE.

3.1.1. Blank Tender Forms
Blank Tender Forms can be downloaded from the https://mahatenders.gov.in as stipulated in the Tender Notice.
### 3.1.2. Contents of tenders for documents.

A set of tender documents issued for the purpose of tendering shall comprise the following:

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Information of Contract</td>
</tr>
<tr>
<td>2</td>
<td>Brief tender notice</td>
</tr>
<tr>
<td>3</td>
<td>Detailed Tender Notice</td>
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<td>4</td>
<td>Qualification criteria</td>
</tr>
<tr>
<td>5</td>
<td>Agreement Form B-1</td>
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<tr>
<td>6</td>
<td>Memorandum</td>
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<td>General conditions of contract</td>
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<td>Special Conditions of Contract</td>
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<td>Additional Specifications</td>
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<td>10</td>
<td>Material handling</td>
</tr>
<tr>
<td>11</td>
<td>Reinforcement storage and handling</td>
</tr>
<tr>
<td>12</td>
<td>Quality Assurance and Maintenance.</td>
</tr>
<tr>
<td>13</td>
<td>Price Variation Clause</td>
</tr>
<tr>
<td>14</td>
<td>Schedule ‘A’.</td>
</tr>
<tr>
<td>15</td>
<td>Additional Conditions for material to be brought by Contractor</td>
</tr>
<tr>
<td>16</td>
<td>Declaration of contractor</td>
</tr>
<tr>
<td>17</td>
<td>Schedule ‘B’ &amp; C</td>
</tr>
<tr>
<td>18</td>
<td>Drawings</td>
</tr>
<tr>
<td>19</td>
<td>Contract data</td>
</tr>
</tbody>
</table>

### 3.2. MANNER OF PREPARATION & SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS

Both the Tenders (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. **Tenders not submitted online will not be entertained.** The tenderer shall submit the tender and documents in two digitally sealed Bids as below:

#### 3.2.1. TECHNICAL OFFER (FOR TECHNICAL BID - DOCUMENTS)

The Technical Bid shall contain the following documents:

1. **3.3.1.1.** The scan copy of Certificate of Registered Contractor registered with PWD/MSRDC/MES/Railways/CPWD/MMRDA/NHAI and Maharashtra Government & Semi-Government organizations.

2. **3.3.1.2.** The scan copy of Original copy of Valid GST registration certificate from Goods and Service Tax Act.

3. **3.3.1.3.** The scan copy of details of work done in all classes of civil Engineering works during last three years with the value of unfinished work (Information to be given in Form No.1, Page No.19) and should be supported by work done certificate signed by the Authority with whom the contractor has executed the work.

4. **3.3.1.4.** List of Litigation/Arbitration history during last 7 years. The bidder must submit NIL litigation certificate(s) in case of no litigation.
3.3.1.5. The Bidder must submit a declaration stating that he is not debarred / blacklisted / prevented from participating in any tender/ bidding procedure by any govt. agency in India.

3.3.1.6. The Bidder must furnish originals of all scanned documents submitted by them for verification on demand by MMB officials.
4. COMMERCIAL OFFER (FINANCIAL BID)

All financial offers must be submitted online in the proforma given in the tender.

A tender submitted without the Financial Bid would be considered as invalid.

The bidder should not quote his offer any where directly or indirectly in Technical Bid. The bidder shall quote for the work as per details given in the main tender and any corrigendum (s) thereof and also based on the common set of deviations/conditions issued/ additional stipulations made by the Department as posted on the website after the Pre-Tender Conference.

4.1. ONLINE SUBMISSION OF TENDER:-

The date and time for receipt of Bid Containing tender shall be strictly adhered to in all cases.

4.2. OPENING OF TENDERS:

The tenders that are submitted online successfully shall be opened online as per the date and time given in detailed tender schedule through e-Tendering procedure.

4.2.1. TECHNICAL BID:-

First of all, Technical Bid of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements.

If the various documents contained in this bid do not meet the requirements of the Department, the tender opening authority shall call for the deficient documents. If the bidder fails to produce the same, the decision of the tender opening authority shall be final in this regard.

The financial bids of only technically qualified bidders will be opened.

4.2.2. Financial Offer :- (Financial Bid)

This Bid shall be opened online as per the date and time notified, through e-Tendering procedure only. The tenderer’s quoted rate in percentage above / below the estimated rates shall then be put up on the website.

4.3. EARNEST MONEY:

The tender should be accompanied by the earnest money deposit (EMD) of Rs. 95,000/- to be paid online through payment gateway on the portal. The earnest money will be refunded in due course in case of tenderers whose tenders are not accepted. In case of successful tenderer, the Earnest money will be converted to initial security deposit. The amount of Earnest Money will be forfeited to Maharashtra Maritime Board in case the successful bidder does not pay the amount of initial security deposit within 10 days of LOI. Earnest Money of the unsuccessful tenderers will
be refunded after the successful tenderer has submitted the security deposit or on the expiry of the validity period whichever is earlier.

4.4. PERFORMANCE SECURITY:
DELETED

4.5. SECURITY DEPOSIT:
Amount of total security deposit to be paid shall be 4% of the accepted tender cost. The successful tenderer shall have to pay 2% of the security deposit in the form of DD/FDR. 1% of Security deposit i.e. EMD is converted in to Security Deposit.Balance2% Security Deposit will be recoverable through the bills at the percentage as shown in item(s) of the Memorandum in printed B-1 form or as may be decided by the Executive Engineer during course of execution of the work looking to the position and circumstances that may prevail, whose orders will be final and binding on the contractor.

The security deposit for the due performance of the contract shall be as detailed in the Tender Documents elsewhere.2% of the security deposit will have to be deposited within ten days (including Government holidays) of the acceptance of the tender and the remaining 2% will be recovered from the Running Bills at the rate as specified in the tender form. In the Event of failure of the successful tenderer to pay initial security deposit in due course ( unless Extended in writing by the Executive Engineer Maharashtra Maritime Board, Mumbai.) from the date of receipt of notice of acceptance of his tender, the amount of earnest money shall be fortified by Maharashtra Maritime Board, Mumbai and acceptance of his tender shall be considered withdrawn; except that in the event of notice of acceptance of the tender not being issued within 120 days of the last submission date of bid as per schedule.

The acceptance of tender may be intimated to the tenderer in the form of Letter of Intimation and either by the officer competent to accept the tender or any authority (i.e. EE, SE, CE) in the department and such intimation shall be deemed to be an intimation of acceptance of the tender given by the authority to accept the tender.

4.6. CONDITION FOR PAYMENT OF ADDITIONAL(Performance) SECURITY DEPOSIT IF OFFER QUOTED BY THE TENDERER IS LESSER THAN 10 % BELOW THE COST PUT TO TENDER:
The additional (Performance) security deposit shall be over and above the earnest money deposit. Bidders quoting their price below the cost put to tender shall have to pay Additional (Performance) security deposit only in the form of DD as per the following:
If the quoted tender is from 1% to 10% below, additional (Performance) security deposit of 1% of cost put to tender. The tenderer should submitte additional (Performance) security deposit as stated below.
If the quoted tender is below -10% To -15%, additional (Performance) security deposit of 1% for every percentage point below 10% of the cost put to tender. e.g. If the quoted tender is -14%, then additional (Performance) security deposit will be 1% plus 4% (14-10) i.e. 5%.
If the quoted tender is below 15%, additional (Performance) security deposit of 2% for every percentage point below 15% of the cost put to tender. e.g. If the quoted tender is - 19%, then additional (Performance) security deposit will be 1%(for upto 10% below) plus 5%(for more than 10% upto 15%) plus 8% (for more than 15% below i.e. 2% for each percent below ) (1+5+8) i.e. 14%.

The scan copy of the DD for additional (Performance) security deposit should be uploaded in the financial bid envelope. The DD should be drawn in favour of Maharashtra Maritime Board, Mumbai from a nationalized or scheduled bank payable at Mumbai.

The physical DD should be submitted in a sealed cover super - scribed with the Name of the work and Tender No. within 3 working days from the Bid Submission closing Date in the office of the Executive Engineer, Maharashtra Maritime Board, Mumbai failing which the tender is liable to be rejected.

4.7.  **TIME LIMIT:**

The work is to be completed within time limit as specified in the Notice Inviting Tender. i.e. 9(Nine) months which shall be reckoned from the date of written order of commencing the work and shall be including of monsoon period.

4.8.  **TENDER RATE:**

No alteration in the form of tender and the schedule of tender and no additions / deletions in the form of special stipulation by the bidder will be permitted. Rates quoted for the tender shall be taken as applicable to all leads and lifts.

4.9.  **TENDER UNITS:**

The tenderers should particularly note the unit mentioned in the Schedule “B” on which the rates are based. No change in the units shall be allowed.

4.10.  **ACCEPTANCE OF TENDER:**

Acceptance of tender will rest with the Chief Executive Officer, Maharashtra Maritime Board, Mumbai, who reserves the right to reject any or all tenders without assigning any reason thereof. The tenderer whose tender is accepted will have to enter in to a regular B-1 agreement within 10 days of being notified to do so. In case failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the Maharashtra Maritime Board and the offer of the tenderer shall be considered as withdrawn by him.

4.11.  **CONDITIONAL TENDER:**

The tenders which do not fulfill the condition of the notification and the general rules and directions for the guidance to contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason thereof.
The tenderer may, in the forwarding letter, mention any points he may wish to make clear but right is reserved to reject the same or the whole of the tenders if the same become conditional tender thereby.

The Tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, the conditions of rock and its joints, pattern, river/creek/sea, weather characteristics, labour conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.

The data whatsoever supplied by the Department along with the tender document are meant to serve only as guide to the tenderers while tendering and the Department accepts no responsibility whatsoever either for the accuracy of data or for their comprehensiveness.

The rates quoted should be for all leads and lifts from wherever the materials are brought at site of work and inclusive of applicable royalty to be paid to the revenue Department by the Contractor.

The accepted tender will be presumed to be unconditional even if the bidder has put forth any condition(s) in his/their bid.

4.12. POWER OF ATTORNEY:
4.12.1. If the tenderers are a firm or company, they should in their forwarding letter, mention the names of all the partners together with the name of the person who holds the power of Attorney authorizing him to conduct all transactions on behalf of the company, along with the tender.
4.12.2. The contractor or the firms tendering for the work shall inform the Department if they appoint their authorised Agent on the work.
4.12.3. Due to non-availability of foreign exchange, no foreign exchange will be released by the Department for the purchase of plants and Machinery for the work by the Contractor.
4.12.4. Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue if not paid amicably. Moreover, recovery of Government dues from the Contractors will be affected from the payment due to the Contractor from any other Government works under execution with them.
4.12.5. All Pages of tender documents, conditions, specifications, corrections slips etc. shall be initialled by the tenderer. The tender should bear full signature of the tenderer, or his authorised power of Attorney holder in case of firm.
4.12.6. The Income Tax @ 2.2 % including surcharges or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.
4.12.7. The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority, a valid current license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and he shall also be liable for forfeiture of the earnest money.
4.12.8. The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.

4.13. **VALIDITY PERIOD:**
The offer shall remain open for acceptance for minimum period of **60** days from the last Date of submission of the Bids.

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

4.15. **BID REJECTION CRITERIA:**
The bidders are informed about the bid rejection criteria stated as below

4.15.1. Following bids shall be categorically rejected;

4.15.1.1. Bids received after the tender closing date and time.
4.15.1.2. Bids received without EMD as specified in the tender
4.15.1.3. Bids received without EMD as specified in the tender
4.15.1.4. Following bid rejection criteria may render the bids liable for rejection with the approval of CEO, MMB.
4.15.1.5. Incomplete / misleading / ambiguous/ conditional bids in the considered opinion of MMB.
4.15.1.6. Bidders not agreeing to furnish required Security Deposit till completion of the contract.
4.15.1.7. Validity Period indicated by the bidder is shorter than as specified in the tender document.

4.15.1.8. Bidders not agreeing to furnish Performance Bank Guarantee till the completion of the contract.

4.15.1.9. Bids not meeting the qualification parameters stipulated in the tender document.

4.15.1.10. Bidders not furnishing additional security deposit in the correct form and amount.
FORM NO. 1

STATEMENT SHOWING WORK DONE IN ALL CLASSES OF CIVIL ENGINEERING CONSTRUCTION WORKS DURING LAST THREE YEARS.

NAME OF TENDERER: -

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of Work</th>
<th>Amount put to tender / tendered cost.</th>
<th>Agreement No.</th>
<th>Date of Commencement</th>
<th>Amount of work done during each of last three years.</th>
<th>Amount of work still remaining to be executed.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: This is only a standard form; details are to be furnished in this format in typewritten statements which shall be enclosed in Envelop No.1
**FORM NO. 2**

**DETAILS OF WORK - MARINE & INFRASTRUCTURE TYPE AND MAGNITUDE CARRIED OUT BY TENDERER DURING LAST FIVE YEARS**

Name of the Tenderer:-

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of Work</th>
<th>Name and Address of the organization for whom the work was done</th>
<th>Place and Country</th>
<th>Agreement No.</th>
<th>Date of Commencement</th>
<th>Tendered Cost in lakhs</th>
<th>Total Cost of work done in lakhs</th>
<th>Date of completion</th>
<th>Principle Features in brief.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tr>
</tbody>
</table>

Note: This is only a standard form; details are to be furnished in this format in typewritten statements which shall be enclosed in Envelop No.1
FORM NO. 3

(TO BE INCLUDED IN TECHNICAL BID)

LIST OF MACHINERY & PLANTS PROPOSED TO BE USED FOR CARRYING OUT WORK

Name of Tenderer:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Type of Machinery</th>
<th>No. of Units</th>
<th>Name of work on which deployed</th>
<th>Location</th>
<th>Output / Capacity</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>2</td>
<td>3</td>
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</tr>
</tbody>
</table>

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FORM NO. 4
DETAILS OF LIST OF WORKS IN HAND AND WORKS TENDERED FOR AS ON.........................

NAME OF THE TENDERER:.................................................................

(I) WORKS IN HAND

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name of Work</th>
<th>Agreement No.</th>
<th>Tendered Amount Rs. in Lakhs</th>
<th>Date of commencement</th>
<th>Stipulated date of Completion</th>
<th>Value of work already done Rs. in Lakhs</th>
<th>Value of balance work</th>
<th>Probable Date of completion</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td></td>
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</tbody>
</table>

(II) WORKS TENDERED FOR

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name of Work</th>
<th>Name and Address of client</th>
<th>Tendered Amount Rs. in Lakhs</th>
<th>Time Limit</th>
<th>Probable Date when decision is expected</th>
<th>Other relevant details if any.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>

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FORM NO. 5

STATEMENT SHOWING TECHNICAL PERSONNEL AVAILABLE WITH THE TENDERERS WHICH CAN BE DEPLOYED EXCLUSIVELY FOR THIS WORK

NAME OF THE TENDERER:.................................................................

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Designation</th>
<th>Name of Person</th>
<th>Qualifications</th>
<th>Professional experience of work carried out</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>

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Dismantling of Old Office Building at Murudkhora

FORM NO. 6

STATEMENT SHOWING ABSTRACT OF WORK DONE IN CIVIL ENGINEERING CONSTRUCTION WORKS WITH VARIOUS ORGANISATIONS DURING LAST THREE YEARS.

NAME OF TENDERER:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of Division</th>
<th>Total Amount Put to tender/ tendered cost</th>
<th>Total No. of Agreements</th>
<th>Amount of work done during each of last three years</th>
<th>Total Amount of work still remaining to be executed Rs. in Lakhs</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>

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Sign of contractor

Corrections

Executive Engineer

20
Dismantling of Old Office Building at Murudkhora

Dy. Eng

FORM NO. 7

DETAILS OF SIMILAR ITEMS OF WORK CARRIED OUT IN ANY ONE YEAR BY TENDERER

Name of the Tenderer : ..............................................

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of the work</th>
<th>Amount put to tender / tendered cost Rs. In Lakhs</th>
<th>Agreement No.</th>
<th>Date of Commencement</th>
<th>Quantities of work in any one year</th>
<th>Year of Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>

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Sign of contractor  Corrections  Executive Engineer
Dismantling of Old Office Building at Murudkhora

Dy. Eng

FORM NO.8
DETAILS OF WORK CARRIED OUT IN LASTTHREE YEAR BY TENDERER IN MAHARASHTRA MARITIME BOARD

Name of the Bidder: .............................................

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of the work</th>
<th>Time period as per Contract (In Months)</th>
<th>Actual Period as per Completion (In Months)</th>
<th>Whether work executed in contract time? Yes / No</th>
<th>Extension granted if any</th>
<th>Reason for Extension</th>
<th>Present status of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>

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5. AGREEMENT FORM B-1
PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

DEPARTMENT : MAHARASHTRA MARITIME BOARD HOME DEPARTMENT
REGION : MUMBAI

Name of work: Dismantling of Old Office Building & Reconstruction of New PI Office, quarters and allied facilities at Murudkhora, Tal. Murud Dist. Raigad

General Rules and Directions for the Guidance of Contractors:

5.1. All works proposed to be executed by contract shall be notified in a form of invitation to tender posted on the website by the Chief Executive Officer, Maharashtra Maritime Board. This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer or his authorized representative for the purpose of identification and shall also be open for inspection by contractors at the office of Chief Executive Officer during office hours.

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

5.2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, & in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.

5.2.1. The contractor shall pay along with the tender the sum of Rs. 95,000/- as and by way of earnest money. The contractor may pay the said amount in the form of online through payment gateway. The said amount of earnest money shall not carry any interest whatsoever. (P.W. & H. Dept Corrigendum No. CAT-1075/16967-D-3DT.14/5/76)

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

5.2.3. If, after submitting the tender, the Contractor withdraws his offer or modifies the same, or if, after the acceptance of his tender the Contractor fails or neglects to furnish the balance amount of security deposit, without prejudice to any other rights and powers of the Government hereunder or in law, the Maharashtra Maritime Board shall be entitled to forfeit the full amount of the earnest money deposited by him.

5.2.4. In the event of his tender not being accepted, the amount of earnest money deposited by the Contractor shall, unless it is prior thereto forfeited under the provisions of sub-clause
Dismantling of Old Office Building at Murudkhora

5.2.3 above, be refunded to him on his producing receipt therefore (B. & C. Dep’t. Resolution No. CAT-1272/44277-Q DT. 3/3/1973.)

5.3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the Contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

5.4. DELETED

5.5. DELETED

5.6. DELETED

5.7. DELETED

5.8. DELETED

5.9. All the work shall be measured by standard measure and according to the Rules and customs of the Public Works Department and their rates shall be without reference to any local custom.

5.10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any item in this contract.

5.11. All corrections and additions or pasted slips should be initialed.

5.12. The measurements of work will be taken according to the usual methods in use in the Public Works Department as per mode of measurements detailed in IS:1200 and no proposal to adopt alternative methods will be accepted. The Engineer—in-charge’s decision as to what is the usual method in use in Public Works Department will be final.

5.13. The tendering Contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract and the value of the work that remain to be executed in each case on the date of submitting the tender.

5.14. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the Department for the purchase of plant and machinery required for the execution of the work contracted for (GCD/PWD/CFM/1058/62517 of 26-5-1959).

5.15. The contractor will have to construct shed for storing controlled and valuable materials issued to him under Schedule ‘A’ of the agreement if any, at work site having double locking arrangement. The materials will then be taken for use in the presence of the Departmental person. No materials will be allowed to be removed from the site of works.

5.16. The contractors shall also give a list of machinery in their possession and which they propose to use on the subject work.
6. MEMORANDUM

Note: Commercial offer has to be entered online only. An online form will be available to the bidders in commercial bid (C1) during online bidding stage where bidders would quote their offer.

In figures as well as in words I/We hereby tender for the execution, for the Maharashtra Maritime Board (herebefore and hereinafter referred to as Maharashtra Maritime Board of the work specified in the underwritten memorandum within the time specified in such memorandum at (*)…………………… percent below/ above the estimated rates entered in Schedule ‘B’ showing items of work to be carried out and in accordance in all respects with the specifications, additional specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in clause 12 of the annexed conditions of the contract and agree that when materials for the work are provided by the Maharashtra Maritime Board, such materials and the rate to be paid for them shall be as provided in Schedule ‘A’ hereto.


6.2 Estimated Cost Rs. 94,52,559/-

6.3 Earnest money Rs. 95,000/-

6.4 Security Deposit -
(i) Net Banking (not less than the amount of earnest-money) Rs. 1,90,000/-
(ii) To be deducted from current bills Rs. 1,90,000/-

6.5 Total Rs. 3,80,000/-

6.6 Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit by the time, half the work as measured by the cost is done Four Percent

6.7 Time allowed for the work from the date of written order to commence 9 (Nine)CalendarMonths (including monsoon)

6.8 I/ We agree that this offer shall remain valid for acceptance for a minimum period of 60 days from the date fixed for submission of the bids and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered

Sign of contractor

Executive Engineer

Corrections
Dismantling of Old Office Building at Murudkhora

post A.D. or otherwise delivered at the office of such authority. Online payment in respect of the sum of Rs.95,000/- representing the earnest money is herewith remitted. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Maharashtra Maritime Board, should I/We fail to (1) abide by the stipulation to keep the offer valid for the period mentioned above or (2) sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed General Conditions of Contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.

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

Contractor : Signature of Contractor
Address :
Dated : The Day of 201

(Witness) : $ Signature of Witness to Contractor's Signature
Address :
(Occupation) :

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

Dated day of 201

*Chief Executive Officer

Signature of the Officer by whom accepted.
7. GENERAL CONDITIONS OF CONTRACT

Clause 1a:- DEFINITIONS:

Unless excluded by or repugnant to the context thereof:

The expression “Government” as used in the tender documents shall mean the Relevant Department of the Government of Maharashtra.

The expression “The Chief Executive Officer” as used anywhere in the tender papers shall mean Chief Executive Officer Maharashtra Maritime Board.

The expression “Executive Engineer” as used in the tender papers shall mean the Executive Engineer of Maharashtra Maritime Board under whose control the work lies for the time being.

The expression “Engineer” or “Engineer-in-Charge” as used in the tender papers shall mean the project management consultant of the work.

The expression “Contractor” as used in the tender papers shall mean the successful tenderer that is the tenderer whose tender has been accepted, and who has been authorized to proceed with the work.

The expression “Contract” used in the tender papers shall mean the deed of contract together with or its original accompaniment and those later incorporated in it by mutual consent.

The expression “Plant” as used in the tender papers shall mean very temporary and necessary means necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in altered, modified, substituted and additional works ordered in the time and in the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used therefore.

Clause 1:- The person/persons whose tender may be accepted Security deposit thereafter called the contractor, which expressions shall unless Security deposit excluded by or repugnant to the context include his heirs. Executors, PWD Resolutions administrators, and assigns shall (A) within ten days (which may be extended by the Chief Executive Officer or his representative) concerned upto 15 days if the Chief Executive Officer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Chief Executive Officer in cash or Government securities endorsed to the Chief Executive Officer Maharashtra Maritime Board of sum sufficient which will made up the full security deposit specified in the tender or (B) Permit Maharashtra Maritime Board at the time of making any payment to him for work done under the contract to deduct such as will amount to “Four (4) percent of all moneys so payable such deductions to be held by Maharashtra Maritime Board by way of security deposit) provided always that in the event of the contractor depositing a lump sum by way of security
Dismantling of Old Office Building at Murudkhora

Deposit as contemplated at above, then and in such case, if the sum so deposited shall not amount to *Four (4)* percent of the total estimated cost of the work, it shall be lawful for Maharashtra Maritime Board at the time of making any payment to the contractor for work done under the contract to make up the full amount of *Four (4)* percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to Maharashtra Maritime Board under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by Maharashtra Maritime Board to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or DD endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

The security deposit will not be accepted in forms of insurance company bonds as per Government orders contained in No.CCM/PWD/4250 DATED 27/12/1956.

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

Clause 2: The time allowed for carrying out the work as entered in the tenders shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to contractor. The work shall through the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to half per cent or of the amount of the estimated cost of the whole work as shown by the tender for every week or part thereof that the work remains uncommented, or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete.

The contractor is supposed to carry out the work and keep the progress. The contractor should complete the work as per phase period given below which is arrived from bar chart.

1/4 of the work in - 1/4 th of the time.
1/2 of the work in - half of the time.
3/4 of the work in - 3/4 th of the time.
100% of the work in - within the stipulated time limit.

Full work shall be completed in 9 (Nine) months. (Including monsoon) In the event of contractor failing to comply within this condition he shall be liable to pay as compensation an amount equal to half per cent of the said estimated cost of the whole work for every week or part thereof that due quantity of work remains incomplete: Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender.

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

(A) To rescind the contract (for which rescission notice in writing to the contractor under the hand of Executive Engineer or his
representative shall be conclusive evidence) and in that case the Security Deposit of the contractor shall stand forfeited and be kept absolutely at the disposal of Government.

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

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

In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work thereof actually performed by him under this contract unless and until the his Engineer-in-charge shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractor the amount of excess shall be deducted from any money due to the contractor by Maharashtra Maritime Board under the contract of otherwise
Dismantling of Old Office Building at Murudkhora

howsoever or from his security deposit or the sale proceeds thereof provided, however that the contractor shall have no claim against Maharashtra Maritime Board even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer or Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements, or made any advance on account of, or with a view of the execution of the work or the performance of the contract.

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

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

Clause 6:- If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Executive Engineer in-charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay
the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 8:- No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of work shall have been completed and a completion certificate given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge’s certificate of measurements and of the total amount payable for the work shall be final and binding on all parties.

Clause 9:- The rates for several items of works estimated to cost more than Rs. 1,000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed by the Engineer-in-Charge he may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on-account bills.

Clause 10:- A bill shall be submitted by the contractor in each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the

Payment on intermediate certificate to be regarded as advances.

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

Bills to be submitted monthly.
Dismantling of Old Office Building at Murudkhora

bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

Clause 12:- If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of Maharashtra Maritime Board Department Store or if it required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such material and stores as may be required from time to time to be used by him for the purposes of contract only and the value of full quantity of the material and stores, so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or from the security deposit or the proceeds of sale thereof, if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the Maharashtra Maritime Board and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Departmental stores if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with such consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as

Bills to be on printed forms.

Stores supplied by Government
Dismantling of Old Office Building at Murudkhora

To: Dy. Eng

Sign of contractor

Corrections

Executive Engineer

aforesaid but remaining unused by him or for any wastage in or damage to any such material.

**Clause 12 (A)**: All stores of control materials such as cement, steel, etc. to be supplied by the Maharashtra Maritime Board to the contractor should be kept by the contractor under lock and key and will be accessible for inspection by the Executive Engineer at all times.

**Clause 13**: The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost, further copies of the contract drawings and working drawing if required by him, shall be supplied at the rate of Rs. 500/- per set of contract drawing and Rs. 300/- per working drawing except where otherwise specified.

**Clause 14**: The Engineer-in-charge shall have power to make any alterations in, or additions to the original specifications drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rates is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of Rates of the Division prevailing at the time when the extra items crop up or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. If the additional or altered work, for which no rate is entered in the schedule of Rates of the Division, is ordered to be carried out before the rates are agreed upon then the contractor shall, within extension of time in consequence of additions or alterations.
seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable, provided always that the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of dispute, the decision of the Chief Executive Officer of the Maharashtra Maritime Board will be final. Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs drawing and specifications appended to the tender.

The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

Clause 15 :-
(1) If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever (other than default on the part of the contractor for which the Government is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all, he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive.

No claim to any payment or compensation for alteration in or restriction of work. CAT-1268/ 593/
Dt.14/ 3/ 74
against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, therefore or curtailment except to the extent specified hereinafter.

(2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days, the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period or 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done and to pay final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provision of this clause.

3) Where the Engineer required the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having had to pay the salary or wages of labour engaged by him during the said period of suspension, provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Executive Engineer in this regard shall be final and conclusive against the contractor.

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

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

It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractor obligations under the contract on account of the continued suspension of work or (iii) notice under clause 14(1) resulting in such curtailment, to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Government to take over on payment such material at the rates determined by the Engineer, provided, however, that such rates shall in no case exceed the rates at which the same was acquired by the contractor. The Government shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

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

- Difficulties relating to the supply of railway wagons.
- Force Majeure.
- Act of God.
- Act of enemies of the State or any other reasonable cause beyond the control of Maharashtra Maritime Board.

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

Clause 16:- Under no circumstances whatever shall the contractor be entitled to any compensation from Maharashtra Maritime Board on any

No Claim to compensation on account of loss due to delay in supply of Material by Government.

Time limit for unforeseen claims
account unless the contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the case of such claim occurring.

**Clause 17:** If at any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for everyday not exceeding 10 days during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove, and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as prescribed above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix. Therefore.

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

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**Action and compensation payable in case of bad work**

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

**Contractor or responsible agent to be present**

**Work to be open to inspection**
Dismantling of Old Office Building at Murudkhora

as if they had been given to the contractor himself.

**Clause 19** - The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractor’s expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

**Clause 20** - If during the period of 12 months from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or 12 months after commissioning the work, whichever is earlier in the opinion of the Executive Engineer, the said work is defective in any manner whatsoever the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his own cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer.

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 departmentally or by any other agency at the risk, on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the Maharashtra Maritime Board the amount of such cost, charges and expenses sustained or incurred by the Maharashtra Maritime Board of which the certificate of the Executive Engineer shall be final and binding on the contractor. Such costs, 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

**Notice to be given before work is covered up**

**Contractor liable for damage done and for imperfections**

**PWD Resolution No. CAT-1087/CR-94 / Bldg-2 dt. 14/6/89.**
remedies of the Government the same may be recovered from the contractor as arrears of land revenue. The Maharashtra Maritime Board shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Maharashtra Maritime Board to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Government

Clause 21:- The contractor shall supply at his own cost all material (except such special materials, if any, as may, in accordance with the contract, to be supplied from the Departmental stores) plant, tool, appliances, implements. Ladders, scaffolding and temporary works requisite or proper for the proper execution of the work whether in the original, altered or substituted from, and whether included in the specification or other documents forming part of the contract or referred to in these condition or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and from time to time of the work or the materials, necessary for the purpose of setting out any time and from time to time of the work or the materials, failing which the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

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

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

Contractor to supply plant, ladder scaffolding etc.

And is liable for damages arising from non provisions of light fencing etc.
b) A scaffold shall not be constructed, taken down or substantially altered except-
   i) Under the supervision of a competent and responsible person
   ii) As far as possible by competent workers possessing adequate experience in this kind of work.

c) All scaffolds and appliances connected therewith and all ladders shall:
   i) Be of sound material
   ii) Be of adequate strength having regard to the loads and strains to which they will be subjected, and
   iii) Be maintained in proper condition

d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.

e) Scaffolds shall not be over-loaded and so far as practicable the load shall be evenly distributed.

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

g) Scaffolds shall be periodically inspected by a competent person.

h) Before allowing a scaffold to be used by his workmen the contractor shall, take steps to ensure that it complies fully with the regulations herein specified.
   1. Working platform, gangway, stairways shall be so constructed that no part thereof can sag unduly or unequally
   2. Be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping.
   3. of slipping, and

i) Be kept free from any unnecessary obstruction In the case of working platform, gangways, working places and stair ways at a height exceeding 3.0 metres to be specified.

j) Every working platform and gangway shall have adequate width; and Every working platform, gangway, working place and stairway shall be suitably fenced.

k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or
Dismantling of Old Office Building at Murudkhora

When persons are employed on a roof where there is a danger of falling from a height exceeding 3.0 metres, suitable precautions shall be taken to prevent the fall of persons or materials.

Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.

Safe means of access shall be provided to all working platforms and other working places. The contractor(s) will have to make payments to labourers as per minimum wages Act 1948.

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

a) Hoisting machines and shackle including their attachments anchorage’s and supports shall be of good mechanical construction, sound material and adequate strength and free from patent defect. Be kept in good repair and in good working order.

b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.

c) Hoisting machines and shackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the Government.

d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.

e) Every crane driver or hoisting appliance operator shall be properly qualified.

f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold, or give signals to the operator.

g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as a means or suspension the safe working load shall be ascertained by adequate means.

h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.

i) In the case of a hoisting machine having a variable safe
working load, each safe working load and the conditions under which it is applicable, shall be clearly indicated.

j) No part of any hoisting machine or of any gear referred to in regulation (h) above shall be loaded beyond the safe working load except for the purpose to testing.

k) Motors, gearing, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards.

l) Hoisting appliances shall be provided with such means as will reduce to a minimum, the risk of the accidental descent of the load.

Adequate precaution shall be taken to reduce to a minimum the risk of any part of suspended load becoming accidentally displaced.

Clause 22:- The contractor shall not set fire to any standing jungle, trees, brushwood or grasses without a written permission from the Executive Engineer. When such permission is given, and also in all cases when destroying cut or dug up trees, brushwood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire, the spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him and provide sanitary and other arrangements.

Clause 23 :- Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of the Government property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer-in-charge subject to the decision of the Chief Executive Officer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damage in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to contractor under this contract or otherwise.

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

**Clause 24:-** The employment of female labours on works in neighborhood of soldier's barracks should be avoided as far as possible. The contractor shall employ the labourers from the nearest Employment Exchange.

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

**Clause 26:-** The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor or any of his servants or agent to any public officer or person in the employ of Maharashtra Maritime Board in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work there of actually performed under the contract.

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

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

**Clause 29:-** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Executive Engineer of the Maharashtra Maritime Board, for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Employment of female labour.

Work on Sunday

Work not to be sublet

Contract may be rescinded

and security deposit forfeited

for subletting it without

approval or for bribing a

public officer or it contractor

becomes insolvent.

Sum payable by way of

compensation to be

considered as

reasonable/compensation

without reference to actual

loss.

Changes in the constitution of

firm to be notified

Direction and control of the

Maharashtra Maritime Board.
Clause 30 (1):- Except where otherwise specified in the contract and subject to the powers delegated to him by Maharashtra Maritime Board under the Code-Rules then in force, the decision of the Executive Engineer of Maharashtra Maritime Board for the time being shall be final, conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter or things whatsoever, in any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, order 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.

Clause 30 (2):- The contractor may, within thirty days of receipt by him of any order passed by the Executive Engineer of the Maharashtra Maritime Board as aforesaid, appeal against it to the Superintending Engineer of Maharashtra Maritime Board with the contract work or project provided that:
   (A) The accepted value of the contract exceeds Rs. 10 lakhs. (Rupees Ten Lakhs)
   (B) Amount of claim is not less than Rs. 1.00 lakhs (Rupees One Lakhs)

Clause 30 (3):- if the contractor is not satisfied with the order passed by the Superintending Engineer as aforesaid, the contractor may, within thirty days of receipt by him of any such order, appeal against it to the Chief Executive Officer, Maharashtra Maritime Board, who if convinced that prima-facie the contractor’s claim rejected by Executive Engineer / Superintending Engineer Maharashtra Maritime Board 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 Chief Executive Officer, shall final.

Clause 31:- The contractor shall obtain from Departmental stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required thereof or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge, shall be obtained from the Government.
Dismantling of Old Office Building at Murudkhora

will be debited to the contractor in his account at the rates shown in the schedule in form ‘A’ attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

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

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

Clause 34:- The expression “work” or “works” where used in these conditions shall unless there be something in the subject or context repugnant to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Clause 35:- The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.

Clause 36:- All quarry fees, royalties, Octroi/LBT dues and ground rent for stacking materials, if any, shall be paid by the contractor.

Clause 37:- The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen’s Compensation Act, 1923(VIII of 1923,) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable/paid by Maharashtra Maritime Board as principal under subsection (1) of section 12 of the said Act. On behalf of the contractor, it

Sign of contractor

Executive Engineer

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shall be recoverable by Maharashtra Maritime Board from the contractor under sub-section (2) of the said section such compensation shall be recovered in manner laid down in clause 1 above.

Clause 37(A):- The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If Maharashtra Maritime Board incurs such expenses the same shall be recoverable form the contractor forthwith and be deducted without prejudice to any other remedy of Maharashtra Maritime Board from any amount due or that may become due to the contractor.

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

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

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

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

Clause 37(C):- The contractor shall duly comply with the provisions of the Apprentice Act 1961" the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and said Rules. (Govt. circular No.CAT6076/3336/(400)Bldg-2/Dt. 16-8-1985)

Clause 38:-

1) Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate.

2) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation, the quantity of the item does

Claim for quantities entered in the tender or estimates.
not exceed the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit, at the rate of the item specified in the tender is not more than Rs. 5000/-

3) The contractor shall if ordered in writing by the Engineer to do so, also carry out any quantities in excess of the limit mentioned above in clause (I) hereof on the same condition as and in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in current schedule of rates and in the absence of such rates (ii) at the rates prevailing in the market. The said rates being increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the works as put to tender based on the schedule of rates applicable to the year in which the tenders were invited.

(For the purpose of operation of this clause, this cost shall be taken as Rs. 94,52,559/-)

4) Claims arising out of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 per cent at the rate of the items specified in the tender rate is more than 1% of estimated cost.

5) This clause is not applicable to extra items.

6) There is not change in the rate if the excess is more than 25 percent of the tendered quantity. But the value of the excess work at the tendered rates does not exceed 1% of estimated cost.

7) The quantities to be paid at the tendered rates shall include:
   Tendered quantity plus 25% of tendered quantity or the excess quantity of the rate of 1% of estimated cost at tendered rate whichever is more.

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

Clause 40:- No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or; in the case of clearance for the works, on account of any delay in according sanction to estimates.

Clause 41:- No compensation shall be allowed for any delay in execution of the work on account of water, standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub soil water or water standing in borrow pits and no claim for an extra rate shall be entertained unless otherwise
expressly specified.

**Clause 42:-** The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

**Clause 43:-**

(i) No contractor shall employ any person who is under the age of 18 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin ropes. The breeching must be at least 7.5 centimeters wide and should be of tape (Nawar).

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

(iv) the Engineer-in-charge or his Agent is authorized to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.

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

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

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

(viii) All facilities stipulated in the contract labour (Regulation & Abolition Act-1971, The Maharashtra Contract labour regulation & Abolition rule 1971) should be provided.

**Clause 44:-** Payment to contractors shall be made by Cheque or ECS, provided the amount exceeds. Rs. 10/- Amount not exceeding Rs. 10
Clause 45:- Any contractor who does not accept these conditions shall not be allowed to tender for works.

Clause 46:- If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer, or be any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed on this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.

Clause 47:- The Rates of Items in schedule "B" / (BOQ) on part II of NIT are including of Taxes, Rates, Cesses and also inclusive of the livable tax in respect of sale by transfer of property in goods involved in the execution of works Contract under the provision of rule 58 of the Maharashtra Value Added Tax Act 2005 for the purpose of levy of sales tax.

Clause 47 (A) : The rates quoted by the Contractor shall be rates excluding sales Tax and all other taxes but shall include GST that the contractor will have to pay for the performance of this Contract.

GST as per Govt. of Maharashtra Finance Department, Marathi Circular No. GST-2017/प्र.क्र. 81/कराधान-1Mantralaya, Mumbai-32, Dated. 19.08.2017.

Provisional amount of GST @2% i.e.1% C.G.S.T. + 1% S.G.S.T. will be deducted at Source (TDS) after the enforcement of Sections 51 of Maharashtra Goods and Services Act. 2017.

Clause 48:- The rates to be quoted by the contractor must be inclusive of sales Tax. No extra payment on this account will be made to the contractor.

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

Clause 50:- The contractor shall employ the unskilled labourer to be employed by him on the said work only from locally available labourers and shall give preference to those persons enrolled under Maharashtra Government Employment and self Employment Department’s
Dismantling of Old Office Building at Murudkhora

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

**Clause 51:--** The Contractor shall pay labourers, skilled and unskilled according to prescribed wages by Minimum wages Act, 1948 applicable to the area in which work lies.
The contractor to take precautions against accidents which take place on account of labourer using loose garments while working on machinery.

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

(CAT-1274.40364.Desk-2/ dt. 7-12-1976)

**Clause 53:--** The contractor shall duly comply with all the provisions of the contract Labour (Regulation and Abolition) Act 1970 and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of work.
In particular the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra contract labour (Regulation and Abolition) Rules, 1971. If the contractor fails or neglects to pay wages at the said rates or makes short payment and the Maharashtra Maritime Board makes such payment of wages in full or part thereof less paid by the contractor as the case may be the amount so paid by the Maharashtra Maritime Board to such worker shall be deem to be an arrears of land revenues and the Maharashtra Maritime Board shall be entitled to recover the

Government Circular No. CAT-1284 / (120) / Bldg-2 dt. 14-8-85
same as such from the contractor or deduct the same from the amount payable by the Maharashtra Maritime Board to the contractor hereunder or from any other amount payable to him by the Maharashtra Maritime Board / Government.

**Clause 54:-** The contractor shall engage apprentice such as bricklayer, carpenter, wireman, plumber as well as blacksmith recommended by the state Apprenticeship Advisor Director of Technical Education, Dhobi Talao, Mumbai: 400 001. In the construction work (as per Circular of the Government of Maharashtra, Education Department No. TSA/5170/T5689, Dt. 7-7-1972)

**Clause 55:-** (Govt. of Maharashtra PWD Resolution No. CAT-1086/CR-243/K/Bldg-32/dt. 11-8-1987)

a) The anti-malaria and other health measures shall be as directed by the joint Director (Malaria and Filaria) of Health Service, Pune.

b) Contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.

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

d) In case of default in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay to Government / Maharashtra Maritime Board the amount spent by the Government on anti-malaria measures to control situation in addition to fine.

e) **RELATIONS WITH PUBLIC AUTHORITIES**

The contractor shall make sufficient arrangements for draining away the sewage water as well as water coming from the bathing and washing places and shall dispose off this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers.

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

Clause 56:- INSURANCE OF CONTRACT WORK
Contractor shall take out necessary Insurance Policy / Policies (viz. Contractor’s All Risks Insurance Policy. Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the Directorate of Insurance, Maharashtra State, Mumbai “ Its postal address for correspondence is “ 264, MHADA, First Floor, Opp. Kalanagar, Bandra (E), Mumbai-400 051”. (Telephone Nos. 2659 0403/ 2659 0690 and Fax Nos. 2659 2461/ 2659 0403). Similarly all workmen’s appointed to complete the contract work are required to be insured under workmen’s compensation Insurance Policy, Insurance Policy / Policies taken out from any other Company will not be accepted. If any Contractor has effected Insurance with any Insurance Company, the same will not be accepted and the amount of premium calculated by the Government Insurance fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers.

8. SPECIAL CONDITIONS OF CONTRACT / INSTRUCTIONS TO THE TENDERERS WHILE TENDERING FOR THE WORKS

8.1. Person tendering for the work covered by the Schedule will be required to complete the work within the periods specified below:

<table>
<thead>
<tr>
<th>Name of work</th>
<th>To start</th>
<th>To complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dismantling of Old Office Building &amp; Reconstruction of New PI Office, quarters and allied facilities at Murudkhora, Tal. Murud Dist. Raigad</td>
<td>from the date of issue of work order</td>
<td>Within 9(Nine) Calendar months including monsoon</td>
</tr>
</tbody>
</table>

8.2. COMPETENCY OF TENDERER

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

8.3. PAYMENTS

The tenderers must understand clearly that the rates quoted are for completed work and include all costs due to labour, all leads and lifts involved and it further necessitated, scaffolding plant, supervision, service works, power etc. and to include all to cover the cost of night and round the clock work as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether member in the employment of any Maharashtra Maritime Board or not) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of the tender.

All the rates quoted by the tenderer shall include all the taxes including Service tax and other government levied cess etc.

8.4. ERASURE

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

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

8.6. PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR TO PREVENT ACCIDENT:

8.6.1. No live electric lines should be allowed to run along the ground in the blasting zone and they should be at least about 3m. above ground if not more.

8.6.2. The wiring cable should not be taken near the live electric line and it should be preferably shot firing cable as supplied by the supplier of explosives. If such a cable is not available, a substitute cable recommended by the explosive suppliers should only be used. Under no circumstances should cable made up of several pieces jointed and tapped be used.

8.6.3. The blasting shed from where the explosives is to finally operated should be at least 150 Meters away from the area to be blasted. It should have a strong root which can with stand the impact of flying stones at this range.

8.6.4. Only trained hands should be allowed to handle explosives, cable detonators etc.

8.7. CONTRACTOR TO INFORM HIMSELF FULLY:

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

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

8.8. WORKING METHODS AND PROGRESS SCHEDULES

8.8.1. The Contractor shall submit within the time stipulated by the Engineer-in-charge in writing the details of actual methods that would be adopted by the contractor for the execution of any item as required by Engineer at each of the location, supported by necessary detailed drawings and sketches including those of the plant and machinery that would be used, their locations, arrangement for conveying and handling materials etc. And obtain prior approval of the Engineer-in-charge well in advance of starting of execution of such item of work. The Engineer-in-charge reserves the right to suggest modifications or make correction in the method proposed
by the contractor whether accepted previously or not at any stage of the work to obtain the
desired accuracy, quality and progress which shall be binding on the contractor. No claim on
account of such change in method of execution will be entertained by Maharashtra Maritime
Board so long as specifications of the item remain unaltered.

8.8.2. **PROGRESS SCHEDULE**: The Contractor shall furnish within the period stipulated in writing by
the Engineer-in-charge of the order to start the work, progress schedule in quadruplicate
indicating the date of actual start, the monthly progress expected to be achieved and anticipated
completion date of each major item of work to be done by him, also indicating and setting up
materials, plants and machinery.

8.8.3. The contractor shall employ sufficient plant, equipment and labour as may be necessary to
maintain the progress schedule. The working and shift hours restricted to one shift a day for
operations to be done under the Maharashtra Maritime Board supervision shall be such as may
be approved of the Engineer-in-charge before commencement of the work. These shall not be
varied without the prior approval of the Engineer-in-charge. Night work requiring supervision
shall not be permitted except when specifically allowed by Engineer-in-charge on each item, if
requested by contractor. The contractor shall provide necessary lighting arrangements etc. for
night work as directed by Engineer-in-charge without extra cost to Maharashtra Maritime Board.

8.8.4. **CONSTRUCTION EQUIPMENT AND LOCATION**: The contractor shall be required to give a
trial run of the equipments for establishing, their capability to achieve the laid down
specifications and tolerance to the satisfaction of the Engineer before commencement of the
work. All equipment provided shall be of proven efficiency and shall be operated and maintained
at all times, in a manner acceptable to the Engineer and no equipment or personal will be
removed from site without permission of the Engineer.

8.9. **TREASURE TROVE**
In the event of discovery by the contractor or his employees, during the progress of the works of
any treasure, fossils, minerals or any other articles of value of interest, the contractor shall give
immediate intimation thereof to the Engineer such treasure or things which shall be the property
of the Government.

8.10. **QUARRIES**
8.10.1. The contractor (s) shall have to arrange himself / themselves to procure the quarry. However
necessary assistance without any extra cost to Government will be rendered by the Department
for procuring the quarries if required by the contractor.

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

8.10.3. The Contractor shall carry out the works in the quarries in conformity with all the rules and
regulation already laid down or that may be laid down from time to time by the Government. Any
cost incurred by the Government due to noncompliance of any rule or regulations or due to
damages by the Contractor shall be the responsibility of the contractor. The Engineer-in-charge
or his representative shall be given full facility by the Contractor for inspection at all times of the
working of the quarry, records maintained, the stocks of the explosives and detonators etc. so as
to enable him to check that the working records and storage are all in accordance with the
relevant rules. The Engineer-in-charge or his representative shall at any time be allowed to
inspect the work, storage building and equipment at the quarters.

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

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

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

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

8.10.8. Since all stones quarried from Government quarry (if made available) by the Contractor including
the excavated over burden are the property of the Government, no stones or earth shall be
supplied by Contractor to any other agencies or works and are not allowed to be taken away for
any other works. All such surplus quarried materials not required for work under this contract
shall be the property of the Government and shall be handed over by the Contractor to the
Government free of cost at the quarry site duly heaped at the spots indicated by the Engineer-in-
charge. The contractor will not be entitled for the refund of royalty as per revenue and forest
department.
8.10.9. Quarry permission will have to be directly obtained by the Contractor from the Collector of the District concerned for which purpose the Department will render necessary assistance. All quarry fees, royalty charges, octroi duties, ground rent for stacking material etc. if any to be paid, shall be paid directly by the contractor as per rules in force.

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

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

8.11. **AGENT AND WORK ORDER BOOKS:**

The contractor shall himself engage an authorized all time agent on the work capable of managing and guiding the work and understand the specifications and contract condition. A qualified and experienced, Engineer shall be provided by the contractor as his agent for technical matter in case the Engineer-in-charge considers essential for the work and so directs contractors. He will take orders as will be given by the Engineer-in-charge or his representative and shall be responsible for carrying them out.

This agent shall not be changed without prior intimation to the Engineer-in-charge and his representative on the work site. The Engineer-in-charge have the unquestionable right to ask for change in the quality and strength of contractor’s supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer-in-charge.

A work order book shall be maintained on site and it shall be the property of the Maharashtra Maritime Board and the contractor shall promptly sign orders given therein by the Engineer-in-charge or his superior officers and comply with them.

The compliance shall be reported by the contractor to the Engineer-in-charge in good time so that it can be checked. The contractor will be allowed to copy out instructions there in from time to time.

8.12. **INITIAL MEASUREMENTS FOR RECORD**

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

8.13. **HANDING OVER OF WORK**
All the works and materials before being finally taken over by Maharashtra Maritime Board, it will be the entire liability of the contractor to guard, maintain and make good any damages of any magnitude; Interim payments made for such work will not alter this position. The handing over by the contractor and taking over by the Executive Engineer or his authorized representative will be always in writing copies of which will go to the Executive Engineer or his authorized representative and the contractor. It is, however, understood that before taking over such work, Maharashtra Maritime Board will not put it into regular use as distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract, or as mutually agreed to.

8.14. **ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC**
The Engineer on a written request by contractor will, if in his opinion the request is reasonable and in the interest of work and its progress, assist the contractor in securing the priorities for deliveries, transport, permits for controlled materials etc. where such are needed. The Department will not however be responsible for the non-availability of such facilities or delays on this behalf and no claims on account of such failure or delays shall be allowed by the Department.

The contractor shall have to make his own arrangement for machinery required for the work. However if the same is conveniently available with the Department it may be spared as per the rules in force on recovery of necessary Security Deposit and rent at the rate approved from time to time by the independent agreement to this contract and the supply or non-supply of machinery shall not form a ground for any claim or extension of time for this work.

8.15. **SAMPLES AND TESTING OF MATERIALS**
8.15.1. All materials to be used on work, such as trap stone shall be got approved in advance from the Engineer-in-charge and shall pass the tests and analysis required by him, which will be:

8.15.1.1. As specified in the specifications of the items concerned and/or


8.15.1.3. As specified by the Indian Road Congress Standard Specification and code of practice for Road and Bridges or I.S.I. Specifications (whichever and wherever applicable).

8.15.1.4. As per Ministry of transport specifications for Road and Bridges IVth Revision Section 900 quality control for road work’.

8.15.1.5. Such recognized specifications acceptable to the Engineer-in-charge as equivalent there to or in the absence of such authorized specifications.
8.15.1.6. Such requirements test and/or analysis as may be specified by the Engineer-in-charge in the order of procedure given above.

8.15.2. The contractor shall at his risk and cost make all arrangement and/or shall provide for all such facilities as the Engineer-in-charge may require for collecting, preparing required number of samples for test or analysis at such time and to such place as may be directed by Engineer and bear all such charges, such samples shall also be deposited with Engineer-in-charge.

8.15.3. The contractor shall as and when required submit at his cost the samples of materials to be tested or analysed and if, so directed, shall not make use of or incorporate in the work any material represented by the samples until the required test or analysis have been made and after the test of the materials, finally accepted by the Engineer-in-charge.

8.16. QUALITY CONTROL ON WORKS AND MATERIALS
The contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate set up for ensuring the same. The laboratory shall be equipped with the equipments and apparatus required for the testing. The list of various equipments/ apparatus is enclosed at Page 95 for information and guidance of the contractor. These equipment's shall be in working condition.

The engineer in charge of the work will verify these equipments in the laboratory at site. The work shall not be started unless and until the laboratory is equipped with equipments (Ref. Page 95).

Third party quality testing has to be carried out by the contractor in the Govt. of Maharashtra approved laboratories on his own cost. Quantity of quality control tests from third party shall be 25% of total quality control tests.

8.17. CO-ORDINATION
When several agencies for different sub-works of the project are to work simultaneously on the project site, there must be full coordination between the contractors to ensure timely completion of the whole project smoothly. The scheduled dates for completion specified in each contract shall therefore, be strictly adhered to. Each contractor may make his independent arrangements for water, power, housing etc if they so desire. On the other hand the contractors are at liberty to come to mutual agreement in this behalf and make joint arrangements with the approval of the Engineer.

No contractor shall take or becomes a cause to be taken steps or action that may cause, disruption, discontent, or disturbance of work, labourer or arrangement etc., of the contractor in the project localities. Any action by any contractor which the Engineer in his unquestioned discretion may consider as infringement of the above code would be considered as a breach of the contract conditions and shall be dealt-with accordingly.

In case of any dispute or disagreement between the contractors, the Engineer’s decision regarding the coordination, co-operation and facilities to be provided by any of the contractor shall be final and binding on the contractors concerned and such a decision shall not vitiate any
contract nor absolve the contractor of his obligations under the contract nor consider from the grounds for any claim or compensation.

8.18. TEMPORARY QUARTER & SITE OFFICE
Contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangements for housing such staff with all necessary amenities. General layout plan for such structures shall be got approved from the Engineer-in-charge. It will be the responsibility of the contractor to get his lay out plan of temporary structure approved from the local competent authority.

8.18.1. Transportation:
Contractor shall provide a boat for the consultant & Employer for the entire contract period along with boat operator. The boat’s fuel, maintenance etc. shall be borne by the contractor for the entire contract period.

8.19. PATENTED DEVICES, MATERIALS AND PROCESSES:
When the contractor desires to use any designed device, materials or process covered by letter of patent or copy right, the right for such use should be secured by suitable legal arrangement and agreement with patent owner and copy of their agreement shall be filed with the Engineer-in-charge if so desired by the latter.

8.20. WATER SUPPLY
Availability of adequate water for works and sources there of shall be confirmed by the contractor before submitting the tender.

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

The contractor is advised to provide water storage tank of adequate capacity to take care of possible shutdown of water supply system.

The contractor shall have to supply water required by the Department for its establishment at work site, for which no extra charge shall be paid by the department.

8.21. ELECTRICITY
The contractor will have to make his own arrangement at his own cost for obtaining or providing electric supply at work site.

Electrical supply for the Department’s use at work site shall be provided by the contractor. No charges would be payable by the Department for such electric supply.
8.22. SAFETY MEASURES AND AMENITIES

8.22.1. SAFETY MEASURES: The contractor shall take all necessary precautions for the safety of the workers and preserving their health while working on such job as require special protection and precautions wherever required. The following are some of the requirements listed, through not exhaustive. The contractor shall also comply with the directions issued by the engineer in this behalf from time to time and at all times.

8.22.1.1. providing protective foot-wear to workers, in situations like mixing and placing of mortar or concrete, in quarries and place where the work is to be done under too much wet conditions as also for movements over surfaces infected with oyster growth etc.

8.22.1.2. Providing protective head wear to workers, working in quarries etc. To protect them against accidental fall of materials from above.

8.22.1.3. Taking such normal precautions like providing hand rails to the edges of the floating platform or barges, not allowing nails or metal parts or useless timber to spread around etc.

8.22.2. AMENITIES:

8.22.2.1. Supporting workmen with proper belts, ropes etc. When working on any masts, cranes, grabs, hoist, dredger etc.

8.22.2.2. Taking necessary steps towards training the workers concerned of the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working.

8.22.2.3. Providing adequate number of boats (if at all required for plying in the water) to prevent overloading and over-crowding.

8.22.2.4. Providing life belts to all men working at such situations from where they may accidentally fall in water. Equipping the boats with adequate number of life belts etc.

8.22.2.5. Avoiding bare live wires etc. as would electrocute workers.

8.22.2.6. Making all platforms, stagings and temporary structures sufficiently strong and not causing the workmen and supervisory staff to take undue risks.

8.22.2.7. Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocation, drowning and other injuries.

8.22.2.8. Take all necessary precautions with regard to use of divers.

8.22.2.9. Providing full length gum boots, leather hand gloves, leather jackets with fireproof aprons to cover the chest and back reaching upto knees plain goggles for the eyes to the labourer working with hot asphalt, handling vibrators in cement concrete and also where use of any or all these items is, essential in the interest of health and wellbeing of the labourers in the opinion of the Engineer.

8.22.2.10. Providing of all safety equipments etc. to engineers and staff of PMC and MMB.
8.23. **DAMAGE BY FLOODS OR ACCIDENTS:**

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

8.24. **RELATION WITH PUBLIC AUTHORITIES:**

The contractor shall comply with all rules, regulations, bylaws and directions given from time to time by any local or public authority in connection with this work and shall himself pay all charges which are laviable on him without any extra cost to the Maharashtra Maritime Board.

8.25. **POLICE PROTECTION:**

For the Special Protection of camp of the contractor’s work, the Department will help the contractor as far as possible to arrange for such protection with the concerned authorities. The cost shall be borne by the contractor.

8.26. **INDEMNITY BY WAY OF INSURANCE OF LABOURERS, PLANTS, MACHINERY, ENGINEERS ETC.**

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

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

8.27. **MEDICAL & SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOURER / ENGINEER EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR:**

The contractor shall provide an adequate supply of pure and wholesome water for the use of labourers on work and in camps.

The contractor shall construct trench or semi permanent latrines for the use of the Labourers. Separate latrines shall be provided for men and women.

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

8.27.1. Huts with Bamboos and Grass may be constructed.
8.27.2. A good site not liable to submergence shall be selected on high ground remote from jungle but well protected with trees shall be chosen wherever it is available. The neighborhood of tank, jungle, trees or wood should be particularly avoided. Camps should not be established close to large cutting of earthwork.

8.27.3. There should be no overcrowding. Floor space at the rate of 3 Sq. Metre per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.

8.27.4. The contractor must find his own land and if he wants Government land, he should apply for it. Assessment for it, if demanded will be payable by contractor. However the department does not binds itself for making available the required land.

8.27.4.1. The contractor shall construct a sufficient number of bathing places, washing places should also be provided for the purpose of washing clothes.

8.27.4.2. The contractor shall engage a Medical Officer with a travelling dispensary for a Camp containing 500 or more persons if there is no Government or other private dispensary situated within 8 kms. from the camp”. In case of emergency the contractor shall arrange at his cost of transport for quick medical help to his sick worker.

8.27.4.3. The contractor shall provide the necessary staff for effecting satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-charge. At least one sweeper per 200 persons should be engaged.

8.27.4.4. The Assistant Director of public Health shall be consulted before opening a labour camp and his instruction on matters such as water supply, sanitary conveniences the camp site accommodation and food supply shall be followed by the contractor.

8.27.4.5. The contractor shall make arrangements for all anti malarial measures to be provided for the labourers employed on the work. The antimalarial measures shall be provided as directed by the Assistant Director of Public Health.

8.27.4.6. The antimalaria and other health measures shall be as directed by the joint-Director (Malaria and Filaria) Health Services, Pune.

8.27.4.7. Contractor shall see that mosquitogenic condition are not created so as to keep vector populations to minimum level.

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

8.27.4.9. In case of default in carrying out prescribed antimalaria measures resulting in increase in Malaria incidence, contractor shall be liable to pay to Government, the amount spent by Government on antimalaria measure to control the situation in addition to fine.

8.27.4.10. The contractor shall make sufficient arrangement for draining away the surface and sullage water as well as water coming from the bathing and washing places and shall dispose off this waste water in such way as not to cause any nuisance. He shall also keep the premise clean by employing sufficient number of sweepers.
8.27.4.11. The contractor shall comply with all rules, regulation bye-law and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to Maharashtra Maritime Board.

8.27.4.12. In addition to above all provisions of the relevant labour act pertaining to basic amenities to be provided to the labourer shall be applicable which will be arranged by the contractor.

8.28. INSTRUCTION REGARDING EXECUTION OF WORKS HAVING VERY HIGH RATES AND VERY LOW RATES:
In case of high rates quoted by the contractor for a particular item, the payment for that item shall be made at part rate based on C.S.R. rate initially. Full rate shall be released only after entire work is satisfactorily completed.

8.29. DEFINITIONS:
Unless excluded by or repugnant to the context thereof:

8.29.1. The expression “Government” as used in the tender documents shall mean the Relevant Department of the Government of Maharashtra.

8.29.2. The expression “The Chief Executive Officer” as used anywhere in the tender papers shall mean Chief Executive Officer Maharashtra Maritime Board.

8.29.3. The expression “Executive Engineer / Engineer” as used in the tender papers shall mean the Executive Engineer of Maharashtra Maritime Board under whose control the work lies for the time being.

8.29.4. The expression “Engineer” or “Engineer-in-Charge” as used in the tender papers shall mean the project management consultant of the work.

8.29.5. The expression “Contractor” as used in the tender papers shall mean the successful tenderer that is the tenderer whose tender has been accepted, and who has been authorized to proceed with the work.

8.29.6. The expression “Contract” used in the tender papers shall mean the deed of contract together with or its original accompaniment and those later incorporated in it by mutual consent.

8.29.7. The expression “Plant” as used in the tender papers shall mean very temporary and necessary means necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in altered, modified, substituted and additional works ordered in the time and in the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used therefore.

8.30. TESTING
The Contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate setup for ensuring the same. This shall include establishing field laboratory for testing required.
8.31. **AUTHORITIES:**

**AUTHORITIES OF THE ENGINEER-IN-CHARGE:**

Save insofar as it is legally or physically impossible the contractor shall complete and maintain the works in strict accordance with the contract under the directions and to the entire satisfaction of the Engineer in Charge and shall comply with and adhere strictly to the Engineer in Charge’s instructions and directions on any matter (Whether mentioned in the contract or not) pertaining to this work. The Engineer in charge shall decide all question which may arise as to quality and acceptability of materials furnished and work executed, manner of execution, rate of progress of the works, interpretation of the plans and specifications and acceptability of fulfillment of the contract on the part of the contractor. He shall determine the amount and quantity of work performed and materials furnished and his decision shall be final. In all such matters and in any technical questions which may arise touching the contract, his decision shall be binding on the contractor. The Engineer-in-charge shall have the power to enforce such decisions and orders if the contractor fails to carry these out promptly. If the contractor fails to execute the work ordered by the Engineer in charge, the Engineer-in-charge may give notice to contractor specifying a reasonable period therein and on the expiry of that period proceed to execute such work as may be deemed necessary and recover the cost there of from the contractor.

8.32. **LINE OUT OF WORK:**

Layout of the work will be done by the contractor in consultation with the Engineer-in-charge of the Department or his representative, some permanent marks concrete pillars should however be established to indicate the demarcation of the structure or any component thereof made to this permanent marks in measurement books and drawing singed by the contractor and the departmental officer, Responsibility regarding lineout will be joint.

8.33. **INSPECTION OF WORK:**

8.33.1. The contractor shall inform the Engineer-in-charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting further progress of the work.

8.33.2. The contractor shall provide at his cost necessary ladders and such arrangements as are considered safe by the Engineer-in-charge for proper inspection of all parts of the work.

8.33.3. Contractor shall extend his full co-operation and make all necessary arrangement when needed for carrying out inspection of the work or any part of the work by the local representatives, M.L.A.s, M.P.s and officers and dignitaries/delegates of various Government departments, local bodies, private sectors etc. No compensation shall be paid to the contractor on this account.

8.33.4. The work shall be carried out by the Contractor without causing damage to the existing Government property and / or private property. If any such damages are caused, the contractor shall pay for restoration of the property to the original conditions, and set right any other consequent damages.
8.33.5. In the event of an occurrence of an accident involving serious injuries or death of any person, at site of the work or quarry or at any place in connection with the work the same shall be reported in writing within twenty four hours of the occurrence to the Engineer-in-charge and Commissioner of Workmen's compensation.

8.33.6. The contractor after completion of work shall clean the site of all debris and remove all unused materials other than those supplied by the department and all plant and machinery, equipment, tools etc. belonging to him within one month from the date of completion of the work, or otherwise the same will be removed by the department at his cost or disposed off as per department procedure. In case the material is disposed off by department, the sale proceeds will be credited to the contractor's account after deducting the cost of sale incurred. However, no claim of contractor regarding the price or amount credited will be entertained afterwards.

8.33.7. All constructional plant, provided by the contractor shall when brought on to the site be deemed to be exclusively intended for the construction and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another) without the consent in writing of the Engineer-in-charge who shall record the reasons for withholding the consent.

8.34. COMPLETION CERTIFICATE:

8.34.1. The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing to that effect. No approval of material or workmanship or approval of part of work during the progress of execution shall bind the Engineer-in-charge or in any way prevent him from even rejecting the work which is claimed to be completed and to suspend the issue of his certificate of completion until such alteration and modifications or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfaction.

8.34.2. After the work is completed the contractor shall give notice of such completion to the Engineer-in-charge and within 30 days of receipt of such a notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Engineer-in-charge are rectifiable he shall inform the contractor the defects noticed. The contractor after rectification of such defects shall then inform the Engineer-in-charge and Engineer-in-charge on his part shall inspect the work and issue the necessary completion certificate within 30 days if, the defects are rectified to his satisfaction, and if not, he shall inform the contractor indicating defects yet to be rectified. The time cycle as above, shall continue. During this period the contractor has to prepare “As Built” record drawings & got these approved from Engineer-in-charge.

8.34.3. In case defects noticed by the Engineer-in-charge which in his opinion are not rectifiable but otherwise work is acceptable at reduced payment, work shall be treated as completed. In such cases completion certificate shall be issued by the Engineer-in-charge within 30 days indicating
the un-rectifiable defects for which reduction in payment is being made by him. The issue of completion certificate shall not be linked up with the site clearance on completion of the work.

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

8.36. **SPECIAL CONDITIONS**
8.36.1. The contractor should ensure that all safety precautions are observed by their labourers, working close to the State Highway and while close to the state Highway precautions are taken including insurance etc. for their labourer at the cost of the contractor and the contractor will bear all the expenses, compensation etc. if any accident occurs to the labourer etc. No claim in this regard on whatsoever account shall be entertained and this decision of the Department will be final and conclusive.
8.36.2. The contractor shall observe the rules and regulation imposed by traffic police for smooth flow of traffic on the diversion road and shall not be entitled for claims or any compensation arising thereof.
8.36.3. In the case of delay in handing over the land required for the work, due to unforeseen cause, the contractor shall not be entitled for any compensation what-so-ever from the Maharashtra Maritime Board on the ground that the machinery or the labour was idle for certain period. Contractor may, however apply for extension of time limit which may be granted on the merit of the case.

8.37. **REJECTION OF MATERIALS NOT CONFORMING TO SPECIFICATIONS**
Any stock or batch of materials (s) of which sample (s) does not conform to the prescribed test and quality, shall be rejected by the Engineer-in-charge or his representative and such material shall be removed from site by the contractor at his own cost. Such rejected materials shall not be made acceptable by any modifications.

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

8.38. **INSPECTION OF OPERATIONS:**
The engineer and any person authorized by him shall at all times have access to the works and to all workshops and places (including required documents) where work is being done or from where materials, manufactured articles or machinery are being obtained for the works and the
contractor shall afford every facility for & every assistance in or in obtaining the right to such access.

8.39. FIELD LABORATORY
The contractor shall arrange to provide a well furnished and fully equipped field laboratory which shall be manned by adequately qualified technical staff. The laboratory shall preferably be located adjacent to the plant site and shall be provided with amenities like water supply, electric supply, and toilet block etc. The laboratory equipment shall confirm to the requirements. The list of equipment is enclosed in the tender document. This shall be considered as incidental to work and no separate payment whatsoever will be made for the same.

8.40. SUPPLY OF COLOURED RECORD PHOTOGRAPHS AND ALBUMS
The Contractor shall arrange to take dated, size not less than 23cmx15cm, coloured photographs at various stages/facts of the work including interesting and novel features of the work as desired by the Engineer-in-charge and supply these in two copies each in separate albums of appropriate size & also in soft copy on CD.

The contractor shall prepare a walkthrough, PowerPoint presentation of the proposed methodology of construction of the entire project and submit it to the MMB before start of the work.
He shall also arrange for the Video Filming of important activities of the work during the currency of the contract and edit it to a video film of 60 to 180 minutes playing time, covering all the construction activities from start to finish.

It shall contain narration of the various activities in English/Marathi by a competent narrator. The DVD shall be of acceptable quality and the film shall be capable of producing colour pictures.

This shall be considered as incidental but compulsory activity to be done by contractor and no additional payment whatsoever will be made for the same.

8.41. SUPPLY OF SAFETY JACKETS TO LABOURERS/ SUPERVISORS/ ENGINEER
As safety measures during the execution of work all labourers, construction and supervisory staff shall be provided with an orange colour jacket in fluorescent blue so as to make these starkly visible from a distance even during evening hours.

8.42. APPROVAL OF CONSTRUCTION MATERIALS AND CONSTRUCTION ACTIVITIES
Approval of all materials for the work shall be obtained in writing form Engineer-in-charge or his representative before its use in the Project.

Before taking up any construction activity, the construction work done earlier shall be got approved in writing. Any failure on this account may result in the work for which the contractor will be solely responsible.
Besides the prescribed tests and frequencies any other test or tests over the prescribed frequency shall also be carried out by the contractor at his own cost if so directed by Engineer-in-charge or his authorized representative.

8.43. DISPUTES

8.43.1. In case of disputes or difference of opinion arising between the Engineer-in-charge and the contractor, the contractor shall refer the matter to Chief Executive Officer through the Engineer-in-charge with an advance copy to the Chief Executive Officer. The decision of the Chief Executive Officer shall be final and binding on contractor.

8.43.2. Notwithstanding anything contained above, in so far as the specification and Technical provision of the contract are concerned, the decision of the Chief Executive Officer shall be final and binding on the contractor.
9. ADDITIONAL SPECIFICATIONS

9.1. TEMPORARY WORKS
Where required, the Contractor shall furnish such details of his temporary works as may be called for by the Engineer and the Contractor shall satisfy the Engineer as to their safety and efficiency. The Engineer-in-charge may direct that temporary works, which he considers unsafe or inefficient, shall be removed and replaced in a satisfactory manner.

9.2. CONTRACTOR’S TEMPORARY STRUCTURES
The Contractor may, at his own expense, and subject to the approval of the Engineer-in-charge and statutory authorities, construct offices, stores, workshop and accommodation for staff and labourer in the area allocated to him and remove the same as per the orders of the Engineer-in-charge on completion of the Contract.

9.3. SURVEY
The Contractor shall, at his own expense, provide and maintain, survey stations which he may require to carry out the Works and shall remove the same on completion of the Works. The Contractor shall, at his own expense, carry out all the necessary surveys, measurements and setting out of the Works and shall for this purpose engage qualified and competent engineering surveyors whose names and qualifications shall be submitted to the Employer for his approval. The Contractor shall provide for the sole use of the Employer and his staff, at his own expense, all necessary survey instruments and other equipment and all technicians, labourer and attendance, including the services of minimum of two chainmen per shift, which the Engineer-in-charge may require for setting out, marking and alignment of the Works. The chainmen shall be selected having appropriate experience, and as far as possible, the same chainmen shall be provided throughout the Contract period. Before commencing any work at any location the Contractor shall give the Employer not less than two days notice of his intention to set out or give levels for any part of the works in order that arrangements may be made for inspection.

9.4. EQUIPMENT FOR SOLE USE OF EMPLOYER
The contractor shall provide for the sole use of the Engineer-in-charge and his staff, at his own expense, survey instruments and other, equipment as listed below:

Two theodolites of one-second accuracy, One electronic distance measuring instrument (EDMI) attachable to theodolite, Self-adjusting leveling instrument with aluminum staves(numbers as required). The contractor shall also provide for the use of the Engineer-in-charge, all technicians, labourer and attendants, including the services of minimum of two chainmen per shift, which the Engineer-in-charge may require for setting out, marking and alignment of the works. The chainmen shall be selected having appropriate experience, and as far as possible the same chainmen shall be provided throughout the contract period. Before commencing any work at any location, the contractor shall give the Engineer-in-charge not less than two days notice of his intention to set out or give levels for any part of the works in order that arrangements may be
made for inspection. The Contractor shall maintain in good working order at all times during the period of the Contract the instruments provided by him for the proper setting out of the works. The Contractor shall make available at his own expense any poles, pegs and staging templates of profiles required by the Engineer for inspection or measurement of the Works. The contractor shall arrange for calibration & permanent adjustments of survey instruments from time to time.

The cost of the above shall not be paid for separately and shall be deemed to be included in the rates and prices.

9.5. MATERIALS

9.5.1. QUALITY:
All materials used in the works shall be procured by the Contractor unless otherwise specified and shall be of the best quality of their respective kinds as specified herein, obtained from sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed in the specification with the requirements of the latest issues of the relevant Indian Standards or where Indian Standards are not relevant British Standards. Any materials not fully specified herein and for which there is no relevant Indian or British Standard shall be the best of their respective kind and to the approval of the Engineer-in-charge.

9.5.2. INDIAN AND BRITISH STANDARDS
Where Indian and British Standards are named in the specification, the latest current issues, including amendments, if any, issued by the respective standards Institution, one month prior to the due date of receipt of the Tenders are intended unless specifically stated otherwise.

9.5.3. INSPECTION AND TESTING
All materials used in the Works shall be subjected to inspections and tests as per relevant Indian Standards by the Engineer. Unless otherwise stated the cost of all the tests required by the specifications or the relevant Indian or British Standard shall be deemed to be included in the rates and prices named in various sections of the Bill of Quantities. The Contractor shall carry out all the tests in site laboratory and shall provide testing apparatus, technicians, helpers and all other facilities at the site. For the tests which cannot be carried out in site laboratory (not due to failure of the laboratory equipments) the Contractor must select the testing laboratory with the approval of the Engineer-in-charge and must provide conveyance for the transport of test samples and the Engineer’s staff. The cost of transporting and testing will be borne by the Contractor. No consignment of a material shall be used unless the tests required by the Engineer-in-charge are carried out and the test reports are analyzed by him and the material is cleared by him for consumption. The Contractor must schedule ordering and receipt of consignment with due regard to the time required for sampling, testing and analysis of test reports.
9.5.4. **APPROVAL**

No material shall be used in the Works unless it has first been approved by the Engineer-in-charge.

9.5.5. **SAMPLES**

Samples of all materials proposed to be employed in the execution of the Works may be called for by the Engineer and shall be submitted before the materials are brought to site.

Samples provided to the Engineer-in-charge or his representative, are to be in labeled boxes suitable for storage. The cost of providing such samples shall be borne by the Contractor. Quality of material to be used in the works shall be at least equal to that of the samples submitted to and approved by the Engineer-in-charge.

9.5.6. **NAMES OF MANUFACTURES AND SUPPLIERS**

Before ordering materials of any description the contractor shall submit for approval of the Engineer the names of the makers or suppliers proposed, together with the particulars listed under the general heading “Information to be furnished by the Supplier” where this occurs in the relevant or British Standard or such other particulars as the Engineer may call for.

9.5.7. **STORAGE AND USAGE OF MATERIAL AT SITE**

All materials brought on to the site shall be stored and protected in such a manner that they remain in perfect condition until such time as they are incorporated in the works. Methods of storage, protection and handling of materials shall be to the Engineer’s approval. Materials shall be wherever possible and practicable be used in the order in which they arrive on the site. This is especially important for cement stock.

9.5.8. **DISPATCH OF MATERIALS**

Materials shall not be dispatched from the manufacture’s works to the site without written authority from the Engineer or his representative.

9.5.9. **TEST CERTIFICATES**

All manufacturer’s certificates of test, proof sheets, mill sheets etc, showing that the materials have been tested in accordance with the requirements of this Specification, the appropriate Indian Standard specification are to be supplied free of charge, on request by the Engineer or his representative.

9.5.10. **CODES:**

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<tr>
<th>I.S.</th>
<th>456</th>
<th>2000</th>
<th>Plain and reinforced concrete code of practice</th>
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<tr>
<td>I.S.</td>
<td>1489(PART -1)</td>
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<td>Codes for cement concrete</td>
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Reference to any code shall always mean reference to the latest revised edition of the code including all its amendments up to date, unless specified otherwise. In the event of any conflict between the requirements of this specification and those of the referred codes, the former shall govern.

9.6. CONCRETE AGGREGATES
9.6.1. INDIAN STANDARDS
Aggregates shall generally comply with the requirements of I.S. 383 except as stated otherwise.

9.6.2. PRELIMINARY TESTING OF AGGREGATES
Before work is begun, representative samples of the various aggregates from each source of supply shall be submitted to the Engineer for test and approval. Samples shall be in sufficient quantity to enable the Engineer to carry out the full range of tests specified in I.S. 2386 and other specifications specified herein. Aggregates shall be particularly tested for alkali silica reaction. Aggregates which are chemically reactive with alkalies of Cement shall not be used. Aggregates shall be tested for chloride content as per DIN 4226 Part 3 Clause 3.6.5 and for sulphate content as per DIN part 3 clause 3.6.4. The aggregates shall be 0.02% by weight water-soluble chloride (expressed as Chlorine), and maximum permissible sulphate content, expressed as sulfuric anhydrite (SO3) being 1% by weight with respect to the aggregate dried at 105°C. The Engineer’s representative will keep a portion of the samples submitted which have been tested and approved to act as control samples for comparison with later deliveries. In submitting the samples the contractor shall state the type of aggregate represented, the source of supply which pass the requisite tests and are approved by the Engineer may subsequently be used in the Works, and all aggregates used in the Works shall be of at least as good quality as the approved samples.

9.6.3. AGGREGATES TO BE CLEAN
All aggregates shall be delivered to and maintained at the site clean and free from dust and clay, organic and other deleterious matter.

9.6.4. STORAGE AT SITE:
Coarse and fine aggregates shall be stored at the site separately on clean and paved and drained areas, which are not liable to flooding. The various sizes of aggregates shall be separated by solid dividing walls of suitable height and strength. Details of the layout and details of the storage areas shall be submitted to the Engineer for approval before these are constructed.

9.6.5. REJECTED MATERIALS:
Any aggregates brought to site, which is not approved by the Engineer / or his representative, shall be immediately removed from the site by the Contractor at his own cost.

9.6.6. FINE AGGREGATES NATURE AND SOURCE:
Fine aggregates shall consist of natural sand from approved source. The Chlorides, Sulphate and silt content of sand shall be monitored regularly and continuously and if present, sand shall be washed with fresh potable water free from silt, Chlorides and Sulphates before use.
aggregates shall be of approved quality, clean, sharp and, free from injurious amounts of dust, clay lumps, mica shells, flaky particle shells, alkali organic matter, loam or other deleterious substances. The fine aggregates shall be screened or washed with fresh potable water or both if ordered by the Engineer's representative. The limitation of 5% as well as its grading shall be specific as in IS: 383. The fineness modulus of fine aggregates shall also be monitored regularly and continuously and shall not be less than 2.2 nor more than 3.2. If necessary, sand from different approved sources shall be blended to achieve the desired fineness modulus.

9.6.7. **COARSE AGGREGATE NATURE AND SOURCE:**
Coarse aggregate shall consist of crushed rock from approved sources. It shall be screened and/or washed with fresh potable water if so ordered by the Engineer / or his representative. The limitation of percentage of foreign materials in coarse aggregate shall be as specified in IS 1&383. Flakiness index of coarse aggregates shall not exceed 15%.

9.6.8. **GRADING OF FINE AGGREGATE:**
For concrete the upper limits for size of aggregates shall be in accordance with IS.-383. The grading of the various sizes shall, however, be as per the mix design to be determined by laboratory test and approved by the Engineer's representative. Fine mortar and grout shall comply with IS:383 and its Zone. II of table IV of the said Standard Sand for masonry mortars shall comply with IS:2116. Sand for plastering and rendering shall conform to class A grading of IS: 1542.

9.6.9. **GRADING OF COARSE AGGREGATE:**
The maximum sizes of coarse aggregate for the various classes of concrete shall not exceed 20mm unless stated otherwise. Notwithstanding the provisions in the IS the grading of the aggregates shall be as approved by the Engineer's representative.

9.7. **CEMENT**

9.7.1. **STANDARD:**
Only Portland cement of 43/53 grade complying with the requirements of IS:12269 shall be used in the works. Unless otherwise specified, ordered or permitted in writing by Engineer, Rapid hardening Portland cement, if its use is permitted by the Engineer, shall conform to IS:8041. Changing of brands of cement within the same structure will not be permitted without the specific approval of the Engineer.

9.7.2. **SUPPLY OF CEMENT:**
Supply of Ordinary Portland Cement for the permanent works shall be arranged by the Contractor at his own cost from reputed suppliers. The procedure for ordering and taking delivery of supplies of Ordinary Portland Cement shall be submitted by contractor to the Employer before purchase.

9.7.3. **TESTS:**
The Engineer’s representative will order such tests as he may consider necessary on each consignment of cement brought on to the site. The Contractor shall carry out these tests at the site-testing laboratory. The Cement from the consignment from which the samples have been extracted for testing the samples have been extracted for testing shall not be used in the works...
before completion of testing and analysis and until it has been accepted as satisfactory by the Engineer. If such tests should lead to rejection of the consignment the same shall not be used in the works but shall be removed from the site to such place as directed by the Engineer.

9.7.4. CONTRACTOR’S RESPONSIBILITY:
From the time that a consignment of cement is taken delivery by the contractor and tested and approved by the Engineer’s representative and until such time as cement is used in the works, the Contractor shall be acceptable condition. Any cement which deteriorates while in the Contractor’s Custody and is rejected as unsuitable by the Engineer’s representative shall be removed from the site and replaced by the Contractor to the satisfaction of the Engineer, all at storage for a period of 90 days or longer until the results of such tests are found satisfactory, it shall not be used in the works. If such cement is rejected as unsuitable by the Engineer’s representative it shall be removed from the site and replaced by the Contractor to the satisfaction of the Engineer, all at the Contractor’s cost. In such case costs of transportation and testing shall also be borne by the Contractor.

9.7.5. STORAGE OF CEMENT IN BAGS:
The Contractor shall provide and maintain a cement godown for proper and efficient storage of cement required on the works. Cement in bags shall be unloaded under cover and stored in a perfectly watertight and well-ventilated building accommodating sufficient cement to ensure continuity of the work, and having a floor raised not less than 30 cm from the ground in order to protect the cement from moisture. An air space shall be left between the floor and the bottom layer of the bags. Cement bags shall be stored well away from other walls of the godown and not more than 12 bags shall be stacked in any tier. Each consignment shall be stacked separately therein to permit easy access for inspection and a record shall be kept so that each consignment may be identified by a serial number and date of delivery. Cement shall be issued from the godown in the order in which it is received on site, commencing with the consignment, which has been in the godown for the longest period of time.

9.7.6. PROTECTION FROM RAIN:
Cement shall be adequately protected at all times from rain and spray.

9.7.7. SET OR PARTIALLY SET CEMENT:
Cement, totally set or partially set, shall not be used.

9.8. WATER FOR CONCRETE
a) WATER TO BE CLEAN: Clean fresh potable water only shall be used for mixing concrete, grout and mortar. The water shall be free from deleterious matter in solution or in suspension and shall meet the requirement of IS:456 and shall be obtained from an approved source. Water samples shall be tested once a week at site and once a month in an approved laboratory (third party testing).

b) STORAGE: The Contractor shall make adequate arrangements to store sufficient water at the works for use.
9.9. ADMIXTURES FOR CONCRETE

a) APPROVAL: Admixtures for concrete if proposed by the Contractor and approved by the Engineer shall be obtained only from the manufacturers approved by the Engineer. The Contractor shall obtain full details from the manufacturer and shall carry out such field tests, as the Engineer shall require before any admixture is used in the works. Calcium chloride or admixtures containing chloride shall not be used.

b) Water proofing Compound: Waterproofing compound to be used in concrete, plaster, damp proof concrete, etc where specified shall be from approved standard manufactures and shall be approved by the Engineer. If shall comply with the requirements of IS: 2645. It should be mixed as per specifications supplied by manufacturer but not exceeding 3% by weight of cement and approved and directed by the Engineer.

9.10. WORKMANSHIP: - CONCRETE

a. DESIGN OF CEMENT CONCRETE MIXES:
All concrete shall be controlled and machine mixed unless otherwise directed by Engineer-In-charge. For controlled high-grade concrete the grading of aggregates shall be got approved from the Engineer. The correct proportion and the total amount of water for the mix will be determined by means of preliminary tests and shall be got approved by the Engineer. However, such approval does not relieve the contractor from his responsibility regarding the minimum strength requirements. Test shall be taken in accordance with relevant codes specifications to ascertain the strength. Proportioning of aggregates shall be done by weight, if so ordered by the Engineer. All mixing shall be done by mechanical means in approved mixers. The Engineer may, at his discretion, allow in writing hand mixing of concrete for minor items where small quantities are involved about in that case the contractor shall increase the cement content of the mixture by 10% without any extra cost to Maharashtra Maritime Board. If change of grade of concrete during execution is required only extra/less cost of cement will be considered for addition or deduction of the main item. No other charges will be considered. The formwork used shall preferably of steel or with lining of steel. Wooden shuttering may be allowed at the discretion of the Engineer e.g. that for lintels small slabs and beams, coping etc. The concrete shall be mechanically vibrated for proper compaction by the method approved by the Engineer. The concrete shall be cured only by sweet potable water for the period specified in the detailed specification or as directed by Engineer-in-charge.

b. TRANSPORTATION OF CONCRETE:
The concrete shall be transported from the mixer to its place in the works as rapidly as possible and in such a manner that there shall be no separation or loss of its ingredients. For such purpose as far as possible, truck mounted transit mixers shall be used. In no circumstances shall more than half an hour elapse between the time water is added to the mix and the time when the concrete is finally compacted in position. No concrete shall be permitted to be used in the works
after initial set has taken place. The use of concrete distributing chutes at an angle of more than 45 degrees from the horizontal will not be permitted without the sanction of the Employer.

c. **AUTHORIZATION TO POUR**
Authorisation to pour concrete shall be obtained from the Engineer-in-charge at least one day in advance of each pour. No Concreting shall be started without the authorization of the Employer.

d. **COMPACTION OF CONCRETE**
The Contractor shall agitate the placed concrete thoroughly into place by means of a sufficient number of approved mechanical vibrators of adequate power and having a frequency of not less than 6000 impulses per minute. The vibrator shall be allowed to sink freely of its own weight until it enters the previous lift. It shall be withdrawn immediately at the same rate and used at a new location. Concrete once vibrated shall not be vibrated again. The Contractor shall ensure that the concrete is thoroughly worked around the reinforcement and against external shutters so that all entrained air is expelled and the concrete surface when exposed is found good and free from air pockets, honey combing or other defects. Retamping of concrete of mortar, which has partially hardened, shall not be permitted.

e. **SCREDDING**
Screeing (Non Structural) over the decking shall be of reinforced concrete of minimum thickness of 75 mm and rates of providing the same shall be included in rates quoted in the price schedule. All the surface of slabs of slabs or other members not required to be shutters are to be screeded in an approved manner and within a tolerance of plus/minus 3 mm of true level and grade. In making such finish care shall be exercised not to work in excess fines to the top. Surface shall be scrubbed/cleaned and all laitance removed before screed is placed. Care is to be taken to ensure that the concrete is properly compacted and for this purpose vibrator screed boards or plates will normally be required.

f. **FINISHING**
Immediately on removal of forms the cement concretes work shall be examined by the Engineer before any defects are made good. The work that has sagged or contains honey combing to an extent detrimental to structural safety or architectural concept shall be rejected. Surface defects of a minor nature shall be rectified generally as indicated below. Surface defects, which require rectification when forms are removed usually, consists of bulges due to movement of forms, ridges at form joints, honey-combed areas, damage resulting from the stripping of forms and bolt hole. Bulges and ridges shall be removed by careful chipping from the tooling and the surface is then rubbed with grinding stones. Honey combed and other areas shall be chipped out, the edges being cut as straight as possible and perpendicular to the surface, or preferable slightly under cut to provide a key at the edge of the patch. Bolt holes shall be closed by cement mortar to ensure thorough filling. Shallow patches shall first be treated with a coat of thin grout composed of one part of cement and one part of sand and then filled with mortar similar to that used in concrete. The mortar is placed in layers not more than 10 mm thick and each layer shall...
be given a scratch finish to secure bond with the succeeding layer. The last layer shall be finished to match the surrounding concrete by floating, rubbing or tooling on formed surfaces by pressing the form material against the patch while the mortar is still plastic. Large and deep patches requires filling up with concrete held in place by forms. Such patches shall be reinforced and carefully dowelled to the hardened concrete. The same amount of care to cure the material in the patches shall be taken for the whole structure. Curing shall be started, as soon as possible after the patch is finished to prevent early drying.

Damp Hessian cloth may be used. But in some locations it may be difficult; a membrane-curing compound will be most convenient.

g. **CURING**
All concrete shall be protected during hardening from the harmful effects of sunshine moisture and drying winds. All exposed faces of concrete shall be kept continuously moist for a period of 10 days. In the case of slabs or other pours of large surface area timber frames, designed to the approval of the Employer, and covered with two thickness of damp Hessian shall be places over the concrete, immediately after pouring. When the concrete has set, the frames shall be removed and the covering laid directly on the concrete. For 10 days thereafter concrete shall be kept continuously damp by spraying the cover with clean fresh water or by covering it with not less than 25 mm thickness of sand and kept continuously damp or by founding where practicable. In very hot weather precaution shall be taken to see that temperature of concrete does not exceed 35º C while placing. In places where water curing is not possible approved curing compound shall be applied as per the procedure laid out by the manufacturers cost of which shall be deemed to be included in the rates and prices.

h. Samples from the fresh concrete shall be taken as per IS 1199 and cubes shall be made cured and tested at 28 days in accordance with IS 516. Frequency of sampling shall be as per IS:456-2000. Concrete in a section of the works shall be considered acceptable strength wise provided:

1. The average 28 days strength of the test cubes relating to the section of the exceeds the specified strength of a concrete class under consideration, given in table 1.1 of Sub Clause II it above by ten percent (10%)
2. Each of the above individual test cubes exhibits strength greater than eighty five percent (85%) of the strength specified for a concrete class under consideration and average of the cube strengths.
\[ F_{avg} > f_{ck} + [1.65 \cdot \delta] \]
\[ \delta = \text{Standard deviations} \]
\[ N = \text{number of samples tested till date} \]
3. Not more than five percent (5%) of the test result shall fall below the specified strength of a concrete mass under consideration.
10. MATERIAL HANDLING

10.1. Cement shall be transported & handled & stored on the site in such a manner as to avoid deterioration, contamination etc. each consignment shall be stored separately so that it may be readily identified & inspected. Cement shall be used in the sequence in which it is delivered at site. Cement having manufacturing date in excess of three months from period of use shall not be permitted.

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

10.3. The contractor shall construct at his own cost shed/ sheds as per the directions of the engineer-in-charge for storing the material & providing double locking arrangements (one lock of engineer & other of the contractor). Materials shall be taken out from stores only in presence of authorized representative of the engineer in charge. The store shed constructed on site shall be removed on completion of work. The contractor shall take all necessary steps to guard the materials brought by him.

10.4. Cement to be used in the works shall be any of the following types with the prior approval of the engineer.
   53 grade ordinary Portland cement conforming to IS 12269:1987 (latest edition)

10.5. High yield strength deformed bar TMT 500 grade conforming to IS 1786:1985 be used.

10.6. Bulk bitumen of IS grade 60-70 shall be used.

10.7. Emulsion R-70 grade confirming to IS 8887 of 1995 shall be used.

10.8. The contractor shall make his own arrangement & the safe custody of the materials brought by him on the site of work.

10.9. The charges for conveying of material from the place of the purchase by the contractor to the site of work & the actual spot of work shall be entirely borne by the contractor. No claim on this account shall be entertained.

10.10. Register showing dispatch of bituminous load from the plant, vehicle no time of dispatch shall be kept in the prescribed form at hot mix plant site.

   Similarly the register showing the time, temperature of the mix at the site shall be kept, the authorized representative of the contractor shall fill both these registers. These shall be signed

Sign of contractor  Corrections  Executive Engineer
by the contractor everyday in token of acceptance. The maintenance of these registers does not absolve the contractor of his contractual obligation towards quality of the work.

10.11. The contractor should ensure that safety precautions are observed by the labourers while handling the materials & precautions are taken in case of injuries etc. for their labourer at the cost of the contractor & the contractor will bear all the expenses, compensation etc. If any incident occurs to the labourer no claim in this regard whatsoever shall be entertained & the decision of the department shall be final & conclusive.

10.12. In case the materials is becomes surplus owing to the change in the design of the work after the materials are brought by the contractor, no claim in this regard will be entertained & the contractor will be required to take away such materials from the site.

10.13. The contractor should arrange for weighment of the bouzer if desired by the engineer in charge. The weighment shall be done in the presence of representative of the engineer at the cost of the contractor.

10.14. The weight of the steel bar used on the work will be calculated on the basis of standard weight per unit length vide I.S. 1732. No wastage of steel will be considered at all. Cut pieces of the steel irrespective of the length will be the property of the contractor & no claim whatsoever in this regard shall be entertained. The consignment of the steel brought by the contractor having weight other than the standard weight per unit length of the bar as mentioned above will not be accepted. For this purpose random sample will be tested by the engineer in charge & the decision of the engineer shall be binding on the contractor. If the steel received is over weight (more than standard weight per running meter length) no extra payment will be made & no claim in this regard whatsoever shall be entertained.

10.15. No claims on account of cement or steel rods used for ancillary works on site of work shall be entertained.

10.16. All the materials to be brought on site shall be brought only on working days & in the presence of authorized representative of the engineer in charge.

10.17. All the materials such as cement, mild steel, HYSD bars, required for the execution of work shall be brought by the contractor at his own cost.

10.18. The contractor shall maintain the record of these materials (cement, steel etc.) in the prescribed proforma statement & registers as directed by the engineer in charge. These registers shall be signed by both the contractors & representative of the engineer in charge. These registers shall be made available for inspection verification for the department as & when required. These registers shall be in the custody of the engineer & shall be maintained by the engineer.
10.19. The material required only for this work shall be kept in the godown at site. No material shall be shifted outside of the godown site except for the work for which this agreement is entered without prior approval of the engineer.

10.20. The materials i.e. cement, steel etc. brought on the work site shall be accompanied with necessary company/ manufacturing firms test certificates. In addition these materials shall be tested as per frequency prescribed by the engineer & the cost of such testing shall be borne by the contractor, if the test results are satisfactory, then & then only the material shall be allowed to be used on the work. If the test results are not as per standards prescribed, these materials shall be immediately removed from the work site at the contractor cost. In case of cement, if so requested by the contractor in writing, material shall be allowed to be used before receipt of the test results but this will be entirely at the risk & cost of the contractor.

10.21. The contractor shall produce sufficient documentary evidence i.e. bill for the purchase of materials brought on the work site at once if so required by the engineer.

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

10.23. The contractor will have to erect temporary shed of approved specifications for storing of above materials at the work site at the contractor cost having double locking 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 the engineer in charge or his authorized representative) & the door shall be openable only after both locks are opened.

10.24. If required, the weighment of cement bags/ steel etc. brought by the contractor shall be carried out at his own cost.

10.25. The contractor shall not use cement & other material for the item to be executed outside the scope of this contract except for such ancillary small items as considered absolutely necessary for this work as may be decided by the engineer in charge.

10.26. The Government shall not be responsible for the loss in cement & steel & steel during transit to work site. The cement brought by the contractor at the work site store shall mean 50 kg equivalent to 0.0347 cubic meter per bag by weight. The rate quoted should correspond to this method of reckoning.
11. REINFORCEMENT STORAGE AND HANDLING

Uncoated steel reinforcement

Storage conditions should not cause excessive rusting of the reinforcement or the adherence of dust or soil. On the job site, reinforcement is usually stored on heavy timbers to keep it out of mud and water. Before reinforcing steel is placed, it should be free of coatings that reduce the bond of steel to concrete, particularly oil, dirt, loose mill scale, and loose rust. Coatings likely to be found on parts of the reinforcement are paint, oil, grease, dried mud, and weak dried mortar that has been splashed on the bars. Dried loose mortar should be brushed from the bars; mortar that is difficult to remove is harmless and can remain. Oil and grease should be removed with a degreaser. Special care must be taken when applying a release agent to wood or steel form work to avoid contamination of the reinforcing bar with the release agent. A thin, adherent film of rust or mill scale is not objectionable and may even improve the bond between the bar and surrounding concrete, but loose rust or mill scale should be removed.
### SAMPLES AND TESTING OF MATERIALS

1. All materials to be used on work shall be got approved in advance from the Engineer-in-charge and shall pass the test &/or analysis required by him, which will be
   (a) as specified in the specification for the items concerned and or as specified by the Indian Road Congress Standard Specification.
   (b) Code of Practice for Road & Bridges or
   (c) I.S.I. Specifications (Whichever and whenever applicable) or
   (d) such recognized specifications acceptable to Engineer-in-charge as equivalent thereto or in absence of such recognized specifications.
   (e) such requirement tests and or analysis as may be specified by the Engineer-in-charge in order of precedence given above.

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

3. The Contractor shall if and when required, submit at his cost the samples of materials to be tested or analysed & if, so directed, shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and the materials, finally accepted by the Engineer-in-charge.

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

5. The Contractor or his authorized representative will be allowed to remain present in the departmental laboratory while testing samples furnished by him. However the results of all the tests carried out in the departmental laboratory in the presence or absence of the contractor or his authorized representative will be binding on the contractor.

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

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Material</th>
<th>Test</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Metal</td>
<td>i) Crushing value.</td>
<td>One Test per 200 Cu.m or part thereof</td>
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<td></td>
<td></td>
<td>ii) Impact value.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>iii) Abrasion value.</td>
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<tr>
<td></td>
<td></td>
<td>iv) Water Absorption</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Cement.</td>
<td>i) Compressive Strength.</td>
<td>One set for each consignment of 50 M.T. (1000 bags) or part thereof</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Initial setting time.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Final setting time.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>iv) Specific Gravity.</td>
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<td></td>
<td></td>
<td>v) Soundness</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>vi) Fineness</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>vii) Standard consistency.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Steel</td>
<td>i) Weight per meter .</td>
<td>One test for every 5.00M.T. or part thereof for each diameter.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Ultimate tensile stress</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>iii) Yield stress.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv) Elongation.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Cement Concrete</td>
<td>i) Mix Design</td>
<td>At the beginning and if there is change in source.</td>
</tr>
<tr>
<td>5</td>
<td>Reinforcement</td>
<td>i) Tensile strength</td>
<td>}</td>
</tr>
</tbody>
</table>

Sign of contractor

Executive Engineer

Corrections 85
steel bars.  ii) % Elongation  One test for every 5.0M.T. or part thereof for each diameter.

| 6 | Sand | i) Fitness Modulus  ii) Silt Content | At the beginning and if there is change in source. |

Note: The Contractor shall carry to test as frequency prescribed form material used in work from District Laboratory ______ in case contractor fails to carry out test as per frequency the testing charges will be recovered at penal rate for the test which are less than the prescribed frequency.
12. QUALITY ASSURANCE AND MAINTENANCE

12.1. To ensure the specified quality of work which will also include necessary survey, temporary works etc. the contractor shall prepare a quality assurance plan and get the same approved from the Engineer-in-charge within one month from the date of work order. For this, the contractor shall submit an organisation chart of his technical personnel to be deployed on the work alongwith their qualification, job descriptions defining the functions of reporting supervising inspecting and approving. The contractor shall also submit a list of tools, equipment, and the machinery and instrumentation which he proposes to use for the construction and for testing in the field and/or in the laboratory and monitoring. The contractor shall modify/ supplement the organization chart and the list of machinery, equipment etc. as per the directions of the Coastal Engineer and shall deploy the personnel and equipment on the field as per the approved chart and list respectively. The contractor shall submit written method statements detailing his exact proposals of execution of the work in accordance with the specification. He will have to get these approved from the Engineer-in-Charge. The quality of the work shall be properly documented through certificate, records, checklists and log books of results etc., such records shall be compiled from the beginning of the work and be the responsibility of the contractor. The forms should be got approved from the Engineer-in-charge.

12.2. To summarize this, the contractor shall prepare Quality Assurance Plan (QAP) for the work. The QAP shall include the following.
   i) Work execution methodology.
   ii) Bar chart and CPM/PERT
   iii) Personnel deployment with their responsibilities
   iv) Schedule of working/ Monthly meeting at site office involving all functions.
   v) Use of computer for project management.
   vii) Monthly Progress reports.
   viii) Quality Procedure
   ix) Calibrations of instruments used on site
   x) Material sources and testing frequency and reports
   xi) Safety measures
   xii) Reference to appropriate approved drawings.
   xiii) Detect liability: how the contractor is going to deal with this.
   xiv) Reference to Specifications, code etc.

12.3. The contractor shall give the above plan to Engineer -in-charge within 15 days from the date of work order. The Engineer-in-charge will approve the Plan within about a week’s time.
12.4. The contractor shall adhere to the procedure stipulated in the tender document and quality assurance Plan prepared by him.

12.5. The contractor shall prepare detailed completion drawing after completion of the work. He shall also prepare and submit a maintenance manual giving procedure for maintenance, with the period of a maintenance works including inspections, tools and equipment to be used, means of accessibility for all parts of the structure. He shall also include in the manual, the specifications for maintenance work that would be appropriate for his design and technique of construction. This manual shall be submitted within the contract period.
13. SCHEDULE ‘A’

Name of work:  Dismantling of Old Office Building & Reconstruction of New PI Office, quarters and allied facilities at Murudkhora, Tal. Murud Dist. Raigad

Schedule showing (approximately) the materials to be supplied from MMB Store for Work contracted to be executed and Preliminary and ancillary Works and the rates at which these are to be charged for:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Quantity</th>
<th>Rate in Figures</th>
<th>Rate in Words</th>
<th>Place of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NIL</td>
</tr>
</tbody>
</table>

NOTE: - The person or firm submitting the tender should see that the rates in the above schedule are filled by the Executive Engineer, Maharashtra Maritime Board, Mumbai, on the issue of the form prior to the submission of the tender.
14. ADDITIONAL CONDITIONS FOR MATERIALS (CEMENT, STEEL ETC.) BROUGHT BY CONTRACTOR

1. All materials such as cement, steel and Bitumen etc. required for execution of work shall be brought by the contractor at his own cost.

2. The contractor shall maintain the record of these materials (Cement, Steel and Bitumen) in the prescribed proforma and registers as directed by Engineer-In-charge. The sample of prescribed proforma shall be given by department at the time of Execution. These registers shall be signed by both the contractor and Engineer-In-charge or their representative. These registers shall be made available for inspection, verification for the department and when required. These registers shall be in the custody of the department and shall be maintained 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 and Bitumen 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 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 requested by the contractor in writing, material will be allowed to be used before receipt of 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, octroi receipts etc. for the purchase of material brought on the work site at once, if so requested by the department.

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

7. Contractor shall provide Latest Android 2 Mobil Phone for side officer of MMB.

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

9. If required, the weighment of cement, stee etc. brought by the contractor shall be carried out by the contractor at his own cost.

10. The contractor shall not use cement and other materials 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.

11. The Government shall not be responsible for the loss in cement, steel 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 meter 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.

12. **INDEMNITY:** The condition regarding indemnity as defined at Sr. No. 8.25 will apply mutatis/ mutandis in case of material brought by contractor at the site for the execution of the work being executed under this contract.

13. In case the material 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 Engineer-In-charge.

14. All empty bags shall be property of the contractor and the same shall be removed immediately after completion of work.
15. DECLARATION OF THE CONTRACTOR

Name of work: Dismantling of Old Office Building & Reconstruction of New PI Office, quarters and allied facilities at Murudkhora, Tal. Murud Dist. Raigad

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

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

Signature of Contractor(s)
### 16. SCHEDULE “B”

**Name of Work**: Dismantling of old office building & Reconstruction of New PI office, quarters and allied facilities at Murudkhora, Tal. Murud, Dist. Raigad

<table>
<thead>
<tr>
<th>Qty</th>
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<th>Rs in Words</th>
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<th>Specification No.</th>
<th>Additional Specification if any</th>
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<td><strong>Item No 1</strong>: Dismantling the R.C.C. Work 1:2:4 and sorting out the materials such as steel etc. as directed and stacking them within the specified lead as directed etc. complete.</td>
<td>784.00</td>
<td>Rupees Seven Hundred Eighty Four Only</td>
<td>Per One Cubic Metre</td>
<td>14707.84</td>
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<td>18.76</td>
<td>Cubic Metre</td>
<td><strong>Item No 2</strong>: Removing doors and windows with frames and stacking the materials as directed with all leads, lifts etc. complete.</td>
<td>84.00</td>
<td>Rupees Eighty Four Only</td>
<td>Per One Number</td>
<td>1008.00</td>
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<td>39.22</td>
<td><strong>Item No 3:</strong> Dismantling stone masonry in lime or cement mortar including stacking the materials as directed with all leads, lifts etc.</td>
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<td>205.00</td>
<td>8040.10</td>
<td>The work shall be carried out as per wording of item and as directed by Engineer - In-Charge</td>
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<td>257.350</td>
<td><strong>Item No 4:</strong> Excavation for foundation in hard murum including removing the excavated material up to distance of 50 metres beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift upto 1.50 m)</td>
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<td>132.00</td>
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<td>Bd.A.2 Page No. 259</td>
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<td>49.28</td>
<td><strong>Item No 5:</strong> Providing soling using 80 mm size trap metal in 15 cm. layer including filling voids with Crushed sand/grit, ramming, watering etc. complete.</td>
<td></td>
<td>1098.60</td>
<td>54139.01</td>
<td>The work shall be carried out as per wording of item and as directed by Engineer - In-Charge</td>
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<td>6</td>
<td>Providing and laying Ready Mix cement concrete in M20 of trap metal for bed blocks, foundation blocks and such other items including bailing out water, plywood/steel formwork, laying/ pumping, compacting, roughening them if special finish is to be provided, finishing uneven and honeycombed surface and curing etc. complete. The Cement Mortar 1:3 plaster is considered for rendering uneven and honeycombed surface only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed.), with fully automatic micro processor based PLC with SCADA enabled concrete Batch mix plant (Pan mixer) etc. complete. With natural sand.</td>
<td>30.48</td>
<td>4935.60</td>
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<td>7</td>
<td>Providing and laying Ready Mix cement concrete M-30 of trap metal for R.C.C. work in foundations like raft, strip foundations, grillage and footings of R.C.C. columns and steel stanchions etc. columns as per detailed designs and drawing or as directed including centering, formwork, cover blocks laying/pumping, compaction finishing the formed surfaces with cement mortar 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening if special finish is to be provided and curing etc. complete. (Excluding reinforcement and structural steel). with fully automatic micro processor based PLC with SCADA enabled concrete Batch mix plant (Pan mixer) etc. complete. With natural sand.</td>
<td>29.16</td>
<td>5760.50</td>
<td>167976.18</td>
<td>Bd.F.3 Page No. 298 and B.7, Page No. 38</td>
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<td>8</td>
<td>Providing and laying Ready Mix cement concrete M-30 of trap metal for R.C.C. columns as per detailed designs and drawing or as directed including centering, formwork, cover blocks, laying/pumping, compaction finishing the formed surfaces with cement mortar 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening if special finish is to be provided and curing etc. complete. (Excluding reinforcement and structural steel). with fully automatic micro processor based PLC with SCADA enabled concrete Batch mix plant (Pan mixer) etc. complete. With natural sand.</td>
<td>25.240</td>
<td>8366.50</td>
<td>211170.46</td>
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<td>9</td>
<td>Providing and laying Ready Mix cement concrete M-30 of trap metal for R.C.C. beams and lintels as per detailed designs and drawings or as directed including centering, formwork, cover blocks, laying/pumping, compaction and roughening the surface if special finish is to be provided and curing etc. complete. (Excluding reinforcement and structural steel). with fully automatic micro processor based PLC with SCADA enabled concrete Batch mix plant (Pan mixer) etc. complete. With natural sand.</td>
<td>38.57</td>
<td>Cubic Metre</td>
<td>7591.50</td>
<td>292804.16</td>
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<td>10</td>
<td>Providing and laying Ready Mix cement concrete M-30 of trap metal for R.C.C. slabs and landings as per detailed designs and drawings including centering, formwork, cover blocks, laying/pumping, compaction and finishing the formed surfaces with cement mortar 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening if special finish is to be provided and curing etc. complete. (Excluding reinforcement and structural steel). with fully automatic micro processor based PLC with SCADA enabled concrete Batch mix plant (Pan mixer) etc. complete. With natural sand.</td>
<td>43.40</td>
<td>Cubic Metre</td>
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Sign of contractor: Dy. Eng
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<th>Rate (Rs)</th>
<th>Amount (Bd. F.)</th>
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<tr>
<td>11</td>
<td>2.28</td>
<td>Item No 11:- Providing and laying Ready Mix cement concrete in M-25 of trap metal for R.C.C. Waist slab, and steps of staircases as per detailed design and drawings or as directed including steel centering, plywood/ steel formwork, steel props, laying/pumping, compaction, finishing uneven and honeycombed surface with C.M. 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening the surface if special finish is to be provided and curing etc. complete. (Excluding enforcement, including cover block). (Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc.) with fully automatic micro processor based PLC with SCADA enabled concrete Batch mix plant (Pan mixer) etc. complete. With natural sand.</td>
<td>10831.90</td>
<td>24696.73</td>
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<td>1.66</td>
<td>Item No 12:- Providing and laying Ready Mix cement concrete M-25 of trap metal for R.C.C. chajja as per detailed design and drawings including centering, formwork, cover blocks, laying/pumping, compacting and roughening the surface if special finish is to be provided and curing complete. (Excluding reinforcement and structural steel), with fully automatic micro processor based PLC with SCADA enabled concrete Batch mix plant (Pan mixer) etc. complete. With natural sand.</td>
<td>9584.90</td>
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Sign of contractor: Corrections: Executive Engineer: 98
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<tr>
<td>13</td>
<td>Metric Tonne</td>
<td>Providing and fixing in position TMT - FE - 500 bar reinforcement of various diameters for R.C.C. pile caps, footings, foundations, slabs, beams columns, canopies, staircase, newels, chajjas, lintels pardis, copings, fins, arches etc. as per detailed designs, drawings and schedules, including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required complete.</td>
<td>46774.80</td>
<td>553813.63 Rupees Forty Six Thousand Seven Hundred Seventy Four and Eighty Paisas Only</td>
<td>Bd.F.17, Page No. 306</td>
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<td>14</td>
<td>Cubic Metre</td>
<td>Providing second class Burnt Brick masonry with conventional/ I.S. type bricks in cement mortar 1:6 in foundations and plinth of inner walls/ in plinth external walls including bailing out water manually, striking joints on unexposed faces, raking out joints on exposed faces and watering etc. Complete.</td>
<td>5187.20</td>
<td>130094.98 Rupees Five Thousand One Hundred Eighty Seven and Twenty Paisas Only</td>
<td>Bd.G. 1 Page No. 313</td>
</tr>
<tr>
<td>15</td>
<td>Cubic Metre</td>
<td>Providing second class Burnt Brick masonry with conventional/ I.S. type bricks in cement mortar 1:6 in superstructure including striking joints, raking out joints, watering and scaffolding etc. Complete</td>
<td>5338.20</td>
<td>381574.54 Rupees Five Thousand Three Hundred Thirty Eight and Twenty Paisas Only</td>
<td>Bd.G.5 Page No. 315</td>
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<td>16</td>
<td>Cubic Metre</td>
<td>Providing and fixing frame with/ without ventilator of size as specified with Country cut teak wood for doors and windows including chamfering, rounding, rebating, iron holdfast of size 300mm x 40mm x 5mm with oil painting, etc. complete</td>
<td>126465.00</td>
<td>44262.75 Rupees One Hundred Twenty Six Thousand Four Hundred Sixty Five Only</td>
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The work shall be carried out as per wording of item and as directed by Engineer -In-Charge.
<table>
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<th>Value (per unit)</th>
<th>Page No.</th>
<th>Notes</th>
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<td>17</td>
<td>Providing internal cement plaster 20mm thick in two coats in cement mortar 1:4 without neeru finish, to concrete, brick surface, in all positions including scaffolding and curing etc. complete.</td>
<td>Square Metre</td>
<td>573.59</td>
<td>Rs. 341.80</td>
<td>Bdt. 196,053.06</td>
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<td>18</td>
<td>Providing internal cement plaster 6 mm thick in a single coat in cement mortar 1:3 without neeru finish to concrete surface in all positions including scaffolding and curing etc. complete.</td>
<td>Square Metre</td>
<td>205.01</td>
<td>Rs. 136.60</td>
<td>Bdt. 28,004.37</td>
<td>367</td>
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<td>19</td>
<td>Providing neeru finish to plastered surfaces in all positions including scaffolding and curing etc. complete.</td>
<td>Square Metre</td>
<td>778.60</td>
<td>Rs. 35.00</td>
<td>Bdt. 27,251.00</td>
<td>370</td>
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<td>20</td>
<td>Providing sand faced plaster externally in cement mortar using approved screened sand, in all positions including base coat of 15 mm thick in cement mortar 1:4 using waterproofing compound at 1 kg per cement bag curing the same for not less than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment 6 to 8 mm thick in cement mortar 1:4 finishing the surface by taking out grains and curing for fourteen days scaffolding etc. complete.</td>
<td>Square Metre</td>
<td>569.08</td>
<td>Rs. 527.80</td>
<td>Bdt. 303,604.22</td>
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<td>21</td>
<td>Providing and fixing in position (as per 1868 / 1982) Aluminium sliding window of three tracks with rectangular pipe 95 x 38.10 x 0.90 mm at weight 0.637 kg/Rmt. with window frame bottom track section 92 x 31.75 x 1.30 mm at weight 1.070 kg/Rmt.. Top and side track section 92 x 31.75 x 1.30 mm at weight 0.933 kg/Rmt. The shutter should be of bearing bottom 40 x 18 x 1.25 mm at weight 0.417 kg/Rmt. Inter locking section 40 x 18 x 1.10 mm at weight 0.469 kg/Rmt. and handle and top section 40 x 18 x 1.25 mm at weight 0.417 kg/Rmt. As per detailed drawings and as directed by Engineer in-charge with all necessary Aluminium sections fixtures and fastenings such as roller bearing in nylon casting and self locking catch fitted in vertical section of shutter including 5 mm thick plain glass and aluminium mosquito net shutter with stainless steel jail with all required screws and nuts etc, complete. With powder coating with box</td>
<td>3731.00</td>
<td>28.2</td>
<td>105214.20</td>
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<td>22</td>
<td>Providing and fixing in position powder coated aluminium louvered windows / ventilator of various sizes with powder coating as per detailed drawing and specifications including aluminium frames 80 x 38 mm x 1.22 mm box type, 5 mm thick sheet glass louvers, of approved quality etc. complete.</td>
<td>2688.00</td>
<td>2.70</td>
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<td>23</td>
<td>45.30</td>
<td>Item No 23:- Providing sills of required material 20mm to 25mm thick, on a bed of cement mortar 1:4 including cement float, filling joints with neat cement slurry, curing, polishing, rounding edges, cleaning complete. b) Granite</td>
<td>2869.00</td>
<td>129965.70</td>
<td>Bd.M.31/Page No.393</td>
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<td>24</td>
<td>15.12</td>
<td>Item No 24:- Providing and fixing Country cut teak wood double or single leaf second class fully panelled door shutter with 35mm thick style and rail with 25 mm thick panels with openable fan light as per detailed drawings. Excluding the door frame 60mm x 100mm stainless steel fixtures and fastening and finishing the wood work with oil painting 3 coats. (Excluding the door frame)</td>
<td>5468.00</td>
<td>82676.16</td>
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<td>25</td>
<td>21.00</td>
<td>Item No 25:- Providing and fixing solid core flush door shutter in single leaf 32 mm thick decorative type of exterior grade as per detailed drawings approved face veneers 3 mm thick on both faces or as directed, all necessary beads, mouldings and lipping, wrought iron hold fasts, chromium plated fixtures and fastenings, with brass mortise lock, chromium plated handles on both sides, and finishing with French Polish etc. complete.</td>
<td>2199.00</td>
<td>46179.00</td>
<td>BD-T-34 Page No. 499</td>
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<td>26</td>
<td>29.70</td>
<td>Item No 26:- Providing and fixing aluminium grill' (5.13 Kg/Sqm) decorative of various sizes as per detail drawing and specification etc. complete. (Prior permission to be obtained from S.E. before execution of this item) ( 5.13 Kg/Sqm)</td>
<td>2069.00</td>
<td>61449.30</td>
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The work shall be carried out as per wording of item and as directed by Engineer - In-Charge.
### Item No 27:
Providing and fixing mild steel grill railing 20 kg/sq.m with teak wood hand rail of size 75mm x 60 mm and sill of 75mm x 25 mm and newel posts for staircases, including fabricating, fixing, erecting, painting the grill work with one coat of anti-corrosive paint and two coats of oil painting with approved colour and polishing the sill, hand rail and the newel post with french polish.

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### Item No 28:
Providing and laying vitrified mirror / glossy finish tiles decorative type having size 590 mm to 605 mm x 590 mm to 605 mm of 8 to 10 mm thickness and confirming to IS. 15622-2006 (group Bla) of approved make, shade and pattern for flooring in required position laid on a bed of 1:4 cement mortar including neat cement float, filling joints, curing and clearing etc. complete.

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<td>205.01</td>
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### Item No 29:
Providing and laying vitrified mirror / glossy finish tiles having size 590 mm to 605 mm x 590 mm to 605 mm of 8 to 10 mm thickness and confirming to IS. 15622-2006 (group Bla) of approved make, shade and pattern for flooring in required position laid on a bed of 1:4 cement mortar including neat cement float, filling joints, curing and clearing etc. complete.

<table>
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<th>Description</th>
<th>Quantity</th>
<th>Rate (Rs/sq.m)</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td></td>
<td>80.30</td>
<td>928.00</td>
<td>74518.40</td>
</tr>
</tbody>
</table>
### Item No 30:- Providing and fixing machine cut mirror polished 18 mm to 20 mm thick telephone black / Amba White / Cat bary brown / RBI red / Ocean Brown granite stone partition with rounding the edges etc. complete. One side polish

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.15 Square Metre</td>
<td>3349.00</td>
<td>Rupees Three Thousand Three Hundred Forty Nine Only</td>
<td>40690.35</td>
</tr>
</tbody>
</table>

### Item No 31a:- Providing and fixing on walls/ceiling/ floor 15 mm dia. CPVC pipe with necessary fittings, remaking good the demolished portion etc. complete. Including removing existing pipe line if necessary and conveying and stacking the same in PWD chowky or as directed etc. complete.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>80.00 Running Metre</td>
<td>147.00</td>
<td>Rupees One Hundred Forty Seven Only</td>
<td>11760.00</td>
</tr>
</tbody>
</table>

The work shall be carried out as per wording of item and as directed by Engineer -In-Charge

### Item No 31b:- Providing and fixing on walls/ceiling/ floor 25 mm dia. CPVC pipe with necessary fittings, remaking good the demolished portion etc. complete. Including removing existing pipe line if necessary and conveying and stacking the same in PWD chowky or as directed etc. complete.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>120.00 Running Metre</td>
<td>209.00</td>
<td>Rupees Two Hundred Nine Only</td>
<td>25080.00</td>
</tr>
</tbody>
</table>

The work shall be carried out as per wording of item and as directed by Engineer -In-Charge

### Item No 32:- Providing and fixing 100 mm dia stabiliser pipe/ P.V.C. soil vent/waste pipe and with necessary fixtures and fitting such as bends, tees, single junctions, slotted vent, clamps etc. complete.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>80.00 Running Metre</td>
<td>485.00</td>
<td>Rupees Four Hundred Eighty Five Only</td>
<td>38800.00</td>
</tr>
</tbody>
</table>

The work shall be carried out as per wording of item and as directed by Engineer -In-Charge
### Dismantling of Old Office Building at Murudkhora

<table>
<thead>
<tr>
<th>Number</th>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Rate (Rs)</th>
<th>Total Rate (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.00</td>
<td>33</td>
<td>Colour glazed earthenware water closet pan with UPVC seat and lid with chromium plated brass hinges and rubber buffers including UPVC and vent pipe up to the outside face of wall 10 liter enameled low level flushing cistern with fittings pipe stop tap brackets for fixing cistern 32 mm dia. UPVC flush pipe with fittings and clamps .20 mm dia.UPVC overflow pipe ,mosquito proof couplings G.I. chain and pulley,with water Jet and fitting including cutting and making good to the walls and floors testing etc. complete.( prior approval of sample and brand by Ex. Engineer is necessary before use)</td>
<td>1</td>
<td>5278.00</td>
<td>21112.00</td>
</tr>
<tr>
<td>8.00</td>
<td>34</td>
<td>Providing and fixing C.P. BIB cock with wall flange jaquar or equivalent make continental (CAT.NO. CON-047) including necessary sockets/ union nut etc. complete.</td>
<td>1</td>
<td>846.00</td>
<td>6768.00</td>
</tr>
<tr>
<td>4.00</td>
<td>35</td>
<td>Providing and fixing C.P. wall mixer with provision for overhead shower with 115mm long bend pipe and wall flange jaquar or equivalent ?make continental (CAT.NO. CON-273 UPR) including necessary sockets/union nut etc. complete.</td>
<td>1</td>
<td>3347.00</td>
<td>13388.00</td>
</tr>
</tbody>
</table>

The work shall be carried out as per wording of item and as directed by Engineer -In-Charge.

Sign of contractor: [Signature]

Corrections: [Signature]

Executive Engineer: [Signature]
<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>Providing and fixing C.P. Angular stop clock with wall flange Jaquar make or equivalent continental (CAT.NO. CON-059) including necessary sockets/union nut etc. complete.</td>
<td>1724.00</td>
<td>10344.00</td>
<td>The work shall be carried out as per wording of item and as directed by Engineer-In-Charge</td>
</tr>
<tr>
<td>37</td>
<td>Providing and fixing 10cm C.I. Nahani Trap including C.I. grating bend and piece of C.I. pipe upto the outside face of the wall complete.</td>
<td>874.00</td>
<td>5244.00</td>
<td></td>
</tr>
<tr>
<td>38a</td>
<td>Providing and fixing screw down 15 mm dia. wheeled stop tap of brass including necessary sockets/union nut complete</td>
<td>252.00</td>
<td>1260.00</td>
<td></td>
</tr>
<tr>
<td>38b</td>
<td>Providing and fixing screw down for 25 mm dia. wheeled stop tap of brass including necessary sockets/union nut complete.</td>
<td>448.00</td>
<td>1344.00</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Providing and fixing white glazed earthenware Wash Hand Basin of 55cm. x 40 cm. size including cold water pillar tap/cold and hot water pillar tap brackets, rubber plugs and brass chain, stop tap and necessary pipe connections including P.V.C. waste pipe and trap up to the outside face of the wall. Making good the damaged surface, testing etc. complete.</td>
<td>3266.00</td>
<td>19596.00</td>
<td></td>
</tr>
<tr>
<td>4.00</td>
<td>Number</td>
<td><strong>Item No 40:</strong> Providing and fixing chromium plated towel rod 16 mm dia and 75 cm. in length including all accessories complete.</td>
<td>217.00</td>
<td>Rupees Two Hundred Seventeen Only</td>
</tr>
<tr>
<td>4.00</td>
<td>Number</td>
<td><strong>Item No 41:</strong> Providing and fixing 450mm x 550mm size superior type Belgium mirror with 16mm dia. nickel plated towel rod etc. complete.</td>
<td>506.00</td>
<td>Rupees Five Hundred Six Only</td>
</tr>
<tr>
<td>6.00</td>
<td>Number</td>
<td><strong>Item No 42:</strong> Providing and fixing reinforced cement concrete cover of size 90 cm x 45 cm with frame over inspection chamber etc. complete. Heavy duty (225 kg)</td>
<td>4206.00</td>
<td>Rupees Four Thousand Two Hundred Six Only</td>
</tr>
<tr>
<td>8.00</td>
<td>Number</td>
<td><strong>Item No 43:</strong> Providing and constructing Brick Masonry Inspection Chamber 90cm x 45cm x 90cm including 1:4:8 cement concrete foundation 1:2:4 cement concrete channels half round G.S.W. pipes, Brick Masonry, plastering from inside and C.I. lid cover of 75 kg with lid and frame fixed in cement concrete.</td>
<td>8562.00</td>
<td>Rupees Eight Thousand Five Hundred Sixty Two Only</td>
</tr>
</tbody>
</table>
### Dismantling of Old Office Building at Murudkhora

**Dy. Eng**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity/Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item No 44:</strong> Providing soak pit of size 120cm x 120cm including excavating and filling with brick-bats.</td>
<td>2.00 Number</td>
<td>1537.00 Rupees One Thousand Five Hundred Thirty Seven Only</td>
<td>3074.00</td>
</tr>
<tr>
<td><strong>Item No 45:</strong> Providing and fixing H.D.P container Syntex or alike one piece moulded water tank made out of low density polythyl and built corrugation including of delivery up to destination hoisting and fixing of accessories such as inlet, outlet overflow of all tanks capacity above 1000 to 20,000 litres</td>
<td>10000.00 Litre</td>
<td>8.00 Rupees Eight Only</td>
<td>80000.00</td>
</tr>
<tr>
<td><strong>Item No 46:</strong> Providing and applying Two coats of wall care Putty of 2mm thickness for plastered surface and 5-6mm thickness finished concrete surface to Ceiling and Walls to prepare surface even and smooth of Brands BIRLA WHITE, BERGER, BISION, J.K., make, etc complete. a) For plastered walls/ceiling 2mm</td>
<td>778.60 Square Metre</td>
<td>97.00 Rupees Ninety Seven Only</td>
<td>75524.20</td>
</tr>
<tr>
<td><strong>Item No 47:</strong> Providing and applying primer coat for internal wall surface and ceiling including scaffolding to receive oil bound distemper treatment etc. complete.</td>
<td>778.60 Square Metre</td>
<td>19.00 Rupees Nineteen Only</td>
<td>14793.40</td>
</tr>
<tr>
<td><strong>Item No 48:</strong> Providing and applying washable oil-bound distemper of approved colour and shade to old and new surfaces in two coats including scaffolding, preparing the surfaces. (excluding the primer coat.) etc. complete.</td>
<td>573.59 Square Metre</td>
<td>32.00 Rupees Thirty Two Only</td>
<td>18354.88</td>
</tr>
</tbody>
</table>

The work shall be carried out as per wording of item and as directed by Engineer -In-Charge.
## Dismantling of Old Office Building at Murudkhora

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Rate Per One Square Metre</th>
<th>Quantity</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>49</td>
<td>Providing and applying two coats of exterior acrylic emulsion paint confirming to corresponding I.S. of approved manufacture and of approved colour to the plastered surfaces including cleaning, preparing the plaster surface, applying primer coat, scaffolding if necessary, and watering the surface for two days etc complete.</td>
<td>Rs 208.00</td>
<td>569.08</td>
<td>Rs 118368.64</td>
</tr>
<tr>
<td>50</td>
<td>Providing and applying two coats of lead/zinc base oil paint/bituminous paint of approved colour to new structural steel work and iron work in buildings including scaffolding if necessary, cleaning and preparing the surface etc. complete. (excluding primer coat).</td>
<td>Rs 54.00</td>
<td>36.72</td>
<td>Rs 1982.88</td>
</tr>
<tr>
<td>51a</td>
<td>Providing and fixing steel frame door of angle 50 x 50 x 6 mm with mild steel bars 16 mm dia. horizontally at 10mm c/c for ventilator portion including iron hold fast boxes for fixing shutters including welding, finishing, painting etc. complete.</td>
<td>Rs 1037.00</td>
<td>4.20</td>
<td>Rs 4355.40</td>
</tr>
<tr>
<td>51b</td>
<td>Providing and fixing fiber glass reinforced polyster door shutter 35 mm thick as per IS 14856 (2000) (Reaffirmed 2006) without ventilator including chromium plated fixtures and fastening with chromium plated handles on both sides, etc complete.</td>
<td>Rs 3387.00</td>
<td>4.20</td>
<td>Rs 14225.40</td>
</tr>
</tbody>
</table>

The work shall be carried out as per wording of item and as directed by Engineer-in-Charge.
### Item No 52:
Providing cement based water proofing treatment to terraces (Indian water proofing or alike) with brick bats laid in required slope to drain the water for any span after cleaning the base surface. Applying a coat of cement slurry admixed with approved water proofing compound and laying the brick bats on bottom layer in C.M.1:5 admixed with approved water proofing compound filling up to half depth of brick bats, curing this layer for 3 days, applying cement slurry over this layer joints of brick bats with C.M.1:3 admixed with approved water proofing compound and finally top finishing with average 20 mm. thick layers of same mortar added with jute fiber at 1 Kg per bag including finishing the surface smooth with cement slurry admixed with approved water proofing compound. Marking finished surface with false squares of 300mm x 300 mm. making the junctions at the parapet rounded and tapered top for required height, with drip mould at the junction of plaster and parapet and curing and covering 10 years Guarantee against leakproofness on Court fee stamp paper of Rs. 500/- including ponding test etc. complete.

<table>
<thead>
<tr>
<th>Square Metre</th>
<th>161.92</th>
<th>Item No 52:- Providing cement based water proofing treatment to terraces (Indian water proofing or alike) with brick bats laid in required slope to drain the water for any span after cleaning the base surface. Applying a coat of cement slurry admixed with approved water proofing compound and laying the brick bats on bottom layer in C.M.1:5 admixed with approved water proofing compound filling up to half depth of brick bats, curing this layer for 3 days, applying cement slurry over this layer joints of brick bats with C.M.1:3 admixed with approved water proofing compound and finally top finishing with average 20 mm. thick layers of same mortar added with jute fiber at 1 Kg per bag including finishing the surface smooth with cement slurry admixed with approved water proofing compound. Marking finished surface with false squares of 300mm x 300 mm. making the junctions at the parapet rounded and tapered top for required height, with drip mould at the junction of plaster and parapet and curing and covering 10 years Guarantee against leakproofness on Court fee stamp paper of Rs. 500/- including ponding test etc. complete.</th>
<th>813.90</th>
<th>Rupees Eight Hundred Thirteen and Ninety Paiseas Only</th>
<th>Per One Square Metre</th>
<th>131786.69</th>
<th>-</th>
<th>The work shall be carried out as per wording of item and as directed by Engineer -In-Charge</th>
</tr>
</thead>
</table>

Sign of contractor

Corrections

Executive Engineer

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### Dismantling of Old Office Building at Murudkhora

**Dy. Eng**

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Rate</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>53</td>
<td>Providing and fabricating structural steel work in rolled sections like joists, channels, angles, tees etc. as per detailed design and drawings or as directed including cutting, fabricating, hoisting, erecting, fixing in position making riveted / bolted /welded connections without connecting plates, braces etc. and including one coat of anticorrosive paint and over it two coats of oil painting of approved quality and shade etc. complete.</td>
<td>Rupees Fifty One Thousand Two Hundred Thirty Seven and Eighty Paisas Only</td>
<td>5.00 Metric Tonne</td>
<td>51237.80</td>
</tr>
<tr>
<td>54</td>
<td>Providing and fixing corrugated galvanised iron sheets of 0.63mm thick (24 B.W.G.) for roofing without wind tiles including fastening with galvanised iron screws and bolts, lead and bitumen washers as per drawing etc. complete. (Weight of 5.5 kg/sq.m.).</td>
<td>Rupees Six Hundred Nine Only</td>
<td>184.00 Square Metre</td>
<td>609.00</td>
</tr>
<tr>
<td>55</td>
<td>Preparing Concrete Mix design of required grade &amp; laboratory testing of concrete cubes and various materials used during construction in District Vigilance &amp; Quality Control Laboratory or as per approved Laboratory etc complete</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a)</td>
<td>Compressive Strength OF C.C. Cube(Set of 3 cubes).</td>
<td>Rupees One Thousand Two Hundred Only</td>
<td>7.00 Test</td>
<td>1200.00</td>
</tr>
<tr>
<td>b)</td>
<td>Concrete Mix Design (With all Tests on basic materials)</td>
<td>Rupees Twenty Four Thousand Two Hundred Only</td>
<td>1.00 Test</td>
<td>24200.00</td>
</tr>
</tbody>
</table>

**Sign of contractor**

**Corrections**

**Executive Engineer**

111
### Sub Estimate 2 (Protection wall)

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Cubic Metre</th>
<th>Rate per Cubic Metre</th>
<th>Amount per Cubic Metre</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>Excavation for foundation in earth, soil of all types, sand, gravel and soft murum, including removing the excavated material up to a distance of 50 m. beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift upto 1.5 m.)</td>
<td>271.90</td>
<td>Rupees One Hundred Thirty Seven and Fifty Paisas Only</td>
<td>37386.25</td>
</tr>
<tr>
<td>56</td>
<td>Providing rubble filling of trap stones for foundations including hand packing filling gravel in the voids etc. complete.</td>
<td>163.14</td>
<td>Rupees One Thousand Three Hundred Forty Five and Ninety Five Paisas Only</td>
<td>219578.28</td>
</tr>
</tbody>
</table>
### Dismantling of Old Office Building at Murudkhora

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Quantity</th>
<th>Rate (Per Unit)</th>
<th>Amount (Total)</th>
</tr>
</thead>
<tbody>
<tr>
<td>57</td>
<td>Providing ready mix M20 grade cement concrete for head walls of retaining walls etc. including necessary form work, compaction, finishing and curing etc. complete. (with concrete batch mix plant (pan mixer) with SCADA with Natural Sand, cement 4.05 bags/cumt)</td>
<td>6327.05</td>
<td>Rs. 516097.47 Per One Cubic Metre</td>
<td>CD 8 Page 163</td>
</tr>
<tr>
<td>58</td>
<td>Providing ready mix M20 grade cement concrete with 15% plum for head walls of retaining walls etc. including necessary form work, compaction, finishing and curing etc. complete. (with concrete batch mix plant (pan mixer) with SCADA with Natural Sand, cement 4.05 bags/cumt)</td>
<td>5111.25</td>
<td>Rs. 2731043.10 Per One Cubic Metre</td>
<td>CD 8 Page 163</td>
</tr>
<tr>
<td>59</td>
<td>Back filling behind abutment, wing wall and return wall as per drawings and technical specifications etc. complete. (by granular material)</td>
<td>1004.55</td>
<td>Rs. 244859.06 Per One Cubic Metre</td>
<td>MORT and H 2200 &amp; 710.1.4 of iRC 78</td>
</tr>
<tr>
<td>61</td>
<td>Filling in plinth and floors with contractors material/brought from outside and approved by Engineer incharge in layers of 15 cm to 20 cm including watering and compaction etc. complete.</td>
<td>595.45</td>
<td>Rs. 387042.50 Per One Cubic Metre</td>
<td>Bd.A.11 Page No. 263</td>
</tr>
<tr>
<td>62</td>
<td>Providing weep holes in brick masonry/plain/reinforced concrete abutment, wing wall / return wall with 100mm diameter AC pipe extending through the full width of the structure with slope of 1V: 20H towards drawing face as per drawings and technical specifications etc. complete.</td>
<td>113.00</td>
<td>Rs. 4859.00 Per One Running Metre</td>
<td>MORT and H -2700 and 2200</td>
</tr>
</tbody>
</table>
### Item No 63: Preparing Concrete Mix design of required grade & laboratory testing of concrete cubes and various materials used during construction in District Vigilance & Quality Control Laboratory or as per approved Laboratory etc complete

<table>
<thead>
<tr>
<th>No</th>
<th>Test</th>
<th>Item Description</th>
<th>Rate (Rs)</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.00</td>
<td>Test</td>
<td>a) Compressive Strength OF C.C. Cube(Set of 3 cubes).</td>
<td>1200.00</td>
<td>Per One Test 19200.00</td>
</tr>
<tr>
<td>1.00</td>
<td>Test</td>
<td>b) Concrete Mix Design (With all Tests on basic materials)</td>
<td>24200.00</td>
<td>Per One Test 24200.00</td>
</tr>
<tr>
<td>1.00</td>
<td>Test</td>
<td>c) STONE/ RUBBLE Crushing Value/Compressive Strength Water Absorption &amp; Specific Gravity,</td>
<td>3500.00</td>
<td>Per One Test 3500.00</td>
</tr>
</tbody>
</table>


### Sub Estimate 3 (Electrification)

<table>
<thead>
<tr>
<th>No</th>
<th>Point</th>
<th>Item Description</th>
<th>Rate (Rs)</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>75.00</td>
<td>Point</td>
<td>Item No 64:- Point wiring in PVC trunking (casing-capping) with 1.5 sq.mm (2+1E) FRLS grade copper wire, flush type switch, earthing and required accessories as per specification.</td>
<td>279.00</td>
<td>Per One Point 20925.00</td>
</tr>
<tr>
<td>16.00</td>
<td>Point</td>
<td>Item No 65:- Wiring for plug on board with switch socket with copper wiring and earthing as per specification.</td>
<td>93.00</td>
<td>Per One Point 1488.00</td>
</tr>
<tr>
<td>36.00</td>
<td>Point</td>
<td>Item No 66:- Point wiring for independent plug in PVC trunking (casing-capping) with 1.5 sq.mm FRLS grade copper wire, flush type switch, earthing and required accessories as per specification.</td>
<td>333.00</td>
<td>Per One Point 11988.00</td>
</tr>
</tbody>
</table>

**Note:** The rates are inclusive of all taxes and levies as per the current rules of the government.
### Item No 67:
Supplying and erecting PVC Surface modular switch box with double mounting plate for 3 module duly erected in an approved manner.

<table>
<thead>
<tr>
<th>Item No 67</th>
<th>Description</th>
<th>Rate</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supplying and erecting PVC Surface modular switch box with double mounting</td>
<td>146.00</td>
<td>1 Each</td>
<td>876.00</td>
</tr>
<tr>
<td></td>
<td>plate for 3 module duly erected in an approved manner.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The work shall be carried out as per wording of item and as directed by Engineer - In-Charge.

### Item No 68:
Supplying and erecting modular type switch 16 / 20 A with indicator, ISI mark, approved make duly erected on provided plate and box with wiring connections complete.

<table>
<thead>
<tr>
<th>Item No 68</th>
<th>Description</th>
<th>Rate</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supplying and erecting modular type switch 16 / 20 A with indicator, ISI</td>
<td>126.00</td>
<td>1 Each</td>
<td>756.00</td>
</tr>
<tr>
<td></td>
<td>mark, approved make duly erected on provided plate and box with wiring</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>connections complete.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The work shall be carried out as per wording of item and as directed by Engineer - In-Charge.

### Item No 69:
Supplying and erecting modular type 3 pin 6 / 16A multi socket with safety shutter ISI mark approved make duly erected on provided plate and box with wiring connections complete.

<table>
<thead>
<tr>
<th>Item No 69</th>
<th>Description</th>
<th>Rate</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supplying and erecting modular type 3 pin 6 / 16A multi socket with safety</td>
<td>149.00</td>
<td>1 Each</td>
<td>894.00</td>
</tr>
<tr>
<td></td>
<td>shutter ISI mark approved make duly erected on provided plate and box with</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>wiring connections complete.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The work shall be carried out as per wording of item and as directed by Engineer - In-Charge.

### Item No 70:
Supplying and erecting modular type telephone socket two gang with safety shutter ISI mark approved make duly erected on provided plate and box with wiring connections complete.

<table>
<thead>
<tr>
<th>Item No 70</th>
<th>Description</th>
<th>Rate</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supplying and erecting modular type telephone socket two gang with safety</td>
<td>95.00</td>
<td>1 Each</td>
<td>950.00</td>
</tr>
<tr>
<td></td>
<td>shutter ISI mark approved make duly erected on provided plate and box with</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>wiring connections complete.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The work shall be carried out as per wording of item and as directed by Engineer - In-Charge.
## Item No 71:- Supplying and erecting modular type bell-push 6A / 10A ISI mark approved make duly erected on provided plate and box with wiring connections complete.

<table>
<thead>
<tr>
<th>Item No 71</th>
<th>Description</th>
<th>Rate (Rs)</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>97.00</td>
<td>485.00</td>
</tr>
</tbody>
</table>

Note: The work shall be carried out as per wording of item and as directed by Engineer - In-Charge.

## Item No 72:- Supplying and erecting PVC trunking (PVC casing-ncapping) of size 32 mm with accessories on wall/ceiling as per specification.

<table>
<thead>
<tr>
<th>Item No 72</th>
<th>Description</th>
<th>Rate (Rs)</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>41.00</td>
<td>6150.00</td>
</tr>
</tbody>
</table>

Note: The work shall be carried out as per wording of item and as directed by Engineer - In-Charge.

## Item No 73:- Supplying and erecting CRCA /die-cast aluminium powder coated housing LED Panel light (slim edge-lit) square / round shape suitable for 19 to 24 W with provision for plane front frame with translucent cover fixed to the housing complete.

<table>
<thead>
<tr>
<th>Item No 73</th>
<th>Description</th>
<th>Rate (Rs)</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1745.00</td>
<td>38390.00</td>
</tr>
</tbody>
</table>

## Item No 74:- Supplying and erecting bulkhead fitting suitable for upto LED upto 12W fixed on wall. As per specification.

<table>
<thead>
<tr>
<th>Item No 74</th>
<th>Description</th>
<th>Rate (Rs)</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>200.00</td>
<td>1600.00</td>
</tr>
</tbody>
</table>

Note: The work shall be carried out as per wording of item and as directed by Engineer - In-Charge.

## Item No 75:- Supplying and erecting street light fitting suitable for 150W H.P.S.V.lamp complete with accessories on provided bracket as per specification.

<table>
<thead>
<tr>
<th>Item No 75</th>
<th>Description</th>
<th>Rate (Rs)</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2116.00</td>
<td>21160.00</td>
</tr>
</tbody>
</table>

Note: The work shall be carried out as per wording of item and as directed by Engineer - In-Charge.

## Item No 76:- Supplying and erecting regular/standard model Ceiling fan of 1200mm. Sweep complete erected in position as per specification.

<table>
<thead>
<tr>
<th>Item No 76</th>
<th>Description</th>
<th>Rate (Rs)</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1498.00</td>
<td>17976.00</td>
</tr>
</tbody>
</table>

Note: The work shall be carried out as per wording of item and as directed by Engineer - In-Charge.
<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Unit</th>
<th>Rate (Rs)</th>
<th>Quantity</th>
<th>Total (Rs)</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>77</td>
<td>Supplying and erecting electronic type step regulator for ceiling fan600/900/1200/1400 mm.sweep, complete erected on provided switch board.</td>
<td>Each</td>
<td>186.00</td>
<td>1</td>
<td>186.00</td>
<td>Rupees One Hundred Eighty Six Only Per One Each 2232.00 - The work shall be carried out as per wording of item and as directed by Engineer - In-Charge</td>
</tr>
<tr>
<td>78</td>
<td>Supplying and erecting Exhaust fan heavy duty 230 V, A.C. 50 cycles 375/380 mm. 900 RPM complete erected in position as per specification.</td>
<td>Each</td>
<td>2882.00</td>
<td>1</td>
<td>2882.00</td>
<td>Rupees Two Thousand Eight Hundred Eighty Two Only Per One Each 11528.00 FG-FN/EXF -</td>
</tr>
<tr>
<td>79</td>
<td>Supplying and erecting metal clad distribution board approved make 240V. 8 way, 16A, per way &amp; neutral bar connector complete erected on iron / G.I. frame/ wooden plank or Board as per specification.</td>
<td>Each</td>
<td>1008.00</td>
<td>1</td>
<td>1008.00</td>
<td>Rupees One Thousand Eight Only Per One Each 3024.00 SW-SWR/MDB -</td>
</tr>
<tr>
<td>80</td>
<td>Supplying &amp; erecting 18W, 230V integral type LED Lamp suitable for B-22/E-27 base.</td>
<td>Each</td>
<td>617.00</td>
<td>1</td>
<td>617.00</td>
<td>Rupees Six Hundred Seventeen Only Per One Each 9872.00 - The work shall be carried out as per wording of item and as directed by Engineer - In-Charge</td>
</tr>
<tr>
<td>81</td>
<td>Supplying &amp; erecting mains with 2x1.5 sq.mm and earth wire 1.5 sq.mm FRLS PVC copper wire, in rigid PVC conduit min. 20mm diaas per specification.</td>
<td>Metre</td>
<td>106.00</td>
<td>140.00</td>
<td>14840.00</td>
<td>Rupees One Hundred Six Only Per One Metre 14840.00 WG-MA/PC, para no. 1.4.1 -</td>
</tr>
</tbody>
</table>

Sign of contractor | Corrections | Executive Engineer | 117
### Dismantling of Old Office Building at Murudkhora

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Unit</th>
<th>Rate (Rs)</th>
<th>Quantity</th>
<th>Total (Rs)</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>82</td>
<td>Supplying &amp; erecting mains with 2x2.5 sq.mm. and earth wire 1.5 sq.mm. FRLS PVC copper wire in rigid PVC conduit min. 20mm dia. as per specification.</td>
<td>Metre</td>
<td>123.00</td>
<td>22140.00</td>
<td>3.00</td>
<td>VGMA/PC, para no. 1.4.1</td>
</tr>
<tr>
<td>83</td>
<td>Supplying &amp; erecting mains with 2x4 sq.mm. and earth wire 2.5 sq.mm. FRLS PVC copper wire in rigid PVC conduit min. 20mm dia. as per specification.</td>
<td>Metre</td>
<td>148.00</td>
<td>19240.00</td>
<td>3.00</td>
<td>VG-MA/PC, para no. 1.4.1</td>
</tr>
<tr>
<td>84</td>
<td>Supplying &amp; erecting telephone cable 2 pair with 0.5 mm dia. laid in provided PVC casing / conduit as per specification.</td>
<td>Metre</td>
<td>19.00</td>
<td>4750.00</td>
<td>3.00</td>
<td>WG-TW</td>
</tr>
<tr>
<td>85</td>
<td>Supplying, erecting &amp; marking DPMCB 6A to 32A, C- series (for motor/power) in provided distribution board as per specification.</td>
<td>Each</td>
<td>460.00</td>
<td>1380.00</td>
<td>1.00</td>
<td>SW-SWR/MCB</td>
</tr>
<tr>
<td>86</td>
<td>Supplying, erecting &amp; marking SPMC 6A to 32A, B- series (for lighting) in provided distribution board as per specification.</td>
<td>Each</td>
<td>151.00</td>
<td>2718.00</td>
<td>3.00</td>
<td>SW-SWR/MCB</td>
</tr>
<tr>
<td>87</td>
<td>Supplying and erecting Insulated D.P. switch surface type/ flush type 32A 240V with indicator lamp &amp; fuse as per specification.</td>
<td>Each</td>
<td>163.00</td>
<td>326.00</td>
<td>2.00</td>
<td>SW-SWR/BDP</td>
</tr>
<tr>
<td>88</td>
<td>Supplying and erecting Triple pole metal / iron clad switch and fuse 415 / 500V 100A on angle iron / G.I. frame as per specification.</td>
<td>Each</td>
<td>4873.00</td>
<td>9746.00</td>
<td>2.00</td>
<td>SW-SWR/MTP</td>
</tr>
<tr>
<td>Item No</td>
<td>Description</td>
<td>Quantity</td>
<td>Rate (Rs.)</td>
<td>Rate Per (Rs.)</td>
<td>Details</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
<td>----------------------------</td>
<td>----------------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>90</td>
<td>Supplying &amp; erecting Centrifugal water pump (Monoblock), 230V, Single phase 50 cycles A.C. supply of 1 HP of specified discharge head &amp; size of suction, delivery pipes on provided C.C. foundation as per specification.</td>
<td>1.00</td>
<td>7215.00</td>
<td>7215.00</td>
<td>WP-CGP</td>
<td></td>
</tr>
<tr>
<td>91</td>
<td>Supplying and erecting D. O. L. Starters suitable for 250V single phase, 50 cycles with overload element with necessary materials and connected to supply up to 2 H.P.</td>
<td>1.00</td>
<td>960.00</td>
<td>960.00</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>92</td>
<td>Supplying and erecting split type room Air conditioning unit 1.5 TR 3 star capacity 250V, 50 cycles, A.C. supply having 1 No of air handling unit hiwall / floor mounting type complete with Refrigerent R410 A/R32 and COPPER CONDENSOR at position as per specification.</td>
<td>3.00</td>
<td>38689.00</td>
<td>116067.00</td>
<td>APAC/ SAC</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>9452559.00</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
18. DRAWINGS

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

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

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

Finally certified drawings shall then be prepared by the contractor and shall be supplied in triplicate along with a micro-film of the same to Engineer for record and reference purpose at the contractors cost.
19. Final List of Documents to be uploaded Online:

The following documents should be uploaded by the bidders in the form of PDF/RAR Files in the same order as mentioned below, on the e-Tendering website during Online Bid Preparation stage.

All these documents shall be given by contractor in online envelop no. 1 correctly & completely, otherwise his envelop no. 2 will not be opened.

**Technical Envelop no. 1**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>List of Documents</th>
<th>Compulsory / Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The scan copy of Certificate of Registered Contractor with the CPWD/Government of Maharashtra   P.W.D./ Central Government/Semi Government in appropriate class as may be applicable in original or attested copy thereof duly attested by a Gazetted Officer.</td>
<td>Compulsory</td>
</tr>
<tr>
<td>2</td>
<td>The scan copy of Original copy of Valid GST registration certificate from Goods and Service Tax Act.</td>
<td>Compulsory</td>
</tr>
<tr>
<td>3</td>
<td>The scan copy of details of work done in all classes of civil Engineering works during last three years with the value of unfinished work (Information to be given in Form No.1, Page No.14) and should be supported by work done certificate signed by the Authority with whom the contractor has executed the work.)</td>
<td>Compulsory</td>
</tr>
<tr>
<td>4</td>
<td>List of Litigation/ Arbitration history during last 7 years. The bidder must submit NIL litigation certificate(s) in case of no litigation.</td>
<td>Compulsory</td>
</tr>
<tr>
<td>5</td>
<td>The Bidder must submit a declaration stating that he is not debarred / blacklisted / prevented from participating in any tender/ bidding procedure by any govt. agency in India.</td>
<td>Compulsory</td>
</tr>
</tbody>
</table>

**Commercial Envelop no. 2**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>List of Documents</th>
<th>Compulsory / Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>BOQ</td>
<td>Compulsory</td>
</tr>
<tr>
<td>2.</td>
<td>The scan copy of the DD for additional security deposit should be uploaded in the financial bid envelope. The DD should be drawn in favour of CEO Maharashtra Maritime Board.</td>
<td>If Required</td>
</tr>
<tr>
<td>3.</td>
<td>The scan copy of Rate Analysis should be uploaded in the financial bid envelope if bid is below beyond 10%.</td>
<td>If Required</td>
</tr>
</tbody>
</table>

**Note:**

*During Online Bid Preparation*, apart from the above mentioned documents, if any need arises to upload additional documents in Technical Envelope, an option of *Upload Additional Documents* has been provided in the e-Tendering software which will be available to bidders during *Online Bid Preparation* stage.

*If required the tenderer may have to submit all the original documents that have been uploaded in the online Technical Envelope (TI) so that same can be verified.*
20. INSTRUCTIONS TO BIDDERS RELATED TO E-TENDERING

INSTRUCTIONSTO BIDDERS

GENERAL INSTRUCTIONS:

The EMD is forfitted in case the bidder is unable to submitte original DD for Additional Security Deposit which is uploaded in Financial Bid.

The Security Deposit as well as Additional Security will be forfitted in case the bidder is failed to complete the work.

The bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra well in advance

To view Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of Maharashtra: https://mahatenders.gov.in.

The Contractors participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on https://mahatenders.gov.in.

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual’s Digital e-Token.

e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

Bidders will have to pay cost of Tender Document through online modes of payment such as Net Banking during Tender Document Download stage. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Similarly, Bidders will have to pay Earnest Money Deposit through online modes of payment such as Net Banking during Bid Preparation stage. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.