



THANE MUNICIPAL CORPORATION

DEPARTMENT OF SOLID WASTE MANAGEMENT

TENDER DOCUMENTS

Work No.10

NAME OF WORK: वागळे प्रभाग समिती क्षेत्रातील प्रभाग क्र.३२ मधील गार्डन हॉटेल व भटवाडी नाल्यांची
साफसफाई करणे

ISSUED TO :

DATE :

Dy. Municipal Commissioner
Solid Waste Management Dept.
Thane Municipal Corporation
City of Thane

INDEX

NAME OF WORK : वागळे प्रभाग समिती क्षेत्रातील प्रभाग क्र.३२ मधील गार्डन हॉटेल व भटवाडी
नाल्यांची साफसफाई करणे

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Issued to _____

Registered in _____ Class

Receipt No. _____

Dated _____

ठाने महानगरपालिका, ठाने

घनकचरा व्यवस्थापन विभाग

- निविदा सूचना -

ठाने महानगरपालिका ठाने, यांचे कडून ठाने महानगरपालिका क्षेत्रातील सन २०१५-१६ वर्षातील नाल्यांची साफसफाई करणेसाठी महाराष्ट्र शासन सार्वजनिक बांधकाम विभाग व महाराष्ट्र जीवन प्राधिकरण तसेच बृहन्मुंबई महानगरपालिका यांचेकडील योग्य त्या वर्गातील मान्यता प्राप्त नोंदणीकृत ठेकेदाराकडून बी-१ नमुना मध्ये एकूण ५९ कामांसाठी निविदा मागविण्यात येत आहेत.

सन २०१५-१६ या वर्षाकरीता ठाने महानगरपालिका क्षेत्रातील माहे मे २०१५ अखेर नाले साफ सफाई करणेसाठी www.thanecity.gov.in/http://www.eprocurement.synise.com/tmc/ या ठाने महानगरपालिकेच्या संकेतस्थळावर रु.५ लक्षापेक्षा कमी किंमतीच्या निविदा दि.०४/०४/२०१५ ते १३/०४/२०१५ या कालावधीत उपलब्ध होतील. निविदाकारांनी त्यांच्या निविदा दि.१३/०४/२०१५ पर्यंत दुपारी १५.०० वाजेपर्यंत ई-टेंडरींग पध्दतीने सादर कराव्यात व रु.५ लक्षापेक्षा अधिक किंमतीच्या निविदा दि.०४/०४/२०१५ ते १८/०४/२०१५ या कालावधीत उपलब्ध होतील. निविदाकारांनी त्यांच्या निविदा दि.१८/०४/२०१५ पर्यंत दुपारी १५.०० वाजेपर्यंत ई-टेंडरींग पध्दतीने सादर कराव्यात. प्राप्त निविदा शेवटच्या दिवशी १६.०० वाजता निविदाकार अथवा त्यांच्या प्रतिनिधीसमोर उघडण्यात येतील.

प्राप्त झालेली कोणतीही निविदा पूर्णतः अथवा अंशतः स्विकारणे अथवा नाकारण्याचे हक्क ठाने महानगरपालिकेकडे राहतील.

उपआयुक्त

घनकचरा व्यवस्थापन विभाग

ठाने महानगरपालिका, ठाने

TENDER NOTICE

Thane Municipal Corporation, Thane

Solid Waste Management

Thane Municipal Corporation, Thane invited tender for cleaning of nallas in Thane Municipal Corporation area for the year 2015-16. Tender will be available from Dt.04/04/2015 to 18/04/2015 upto 15.00 hrs on www.thanecity.gov.in / <http://www.eprocurement.synise.com/tmc/> of Thane Municipal Corporation's website. Below Rs.5 Lakh Tender will be accepted on before 13/04/2015 upto 15.00 hrs & Above Rs.5 Lakh Tender will be accepted on before 18/04/2015 upto 15.00 hrs as per E -Tendering procedure. Tender will be open on same day at 16.00 hrs before tenderer or his representative.

Thane Municipal Corporation reserve the right to accept or reject any or all tenders without giving reasons thereof.

Dy. Municipal Commissioner
Solid Waste Management Department
Thane Municipal Corporation, Thane

:कामाची यादी:

अ.क्र.	कामाचा तपशिल	कामाची अंदाजित रक्कम (रुपये)	निविदा फॉर्म फी (रुपये)	इसारा रक्कम	सुरक्षा अनामत (रुपये)
१	नौपाडा प्रभाग समिती अंतर्गत प्रभाग क्र.३८ व ३९ मधील पावसाळ्यापूर्वी नालेसफाई ज रजे.	रु.१२,१०,९००/-	रु.२५५१/-	रु.१२१०९/-	रु.६०५४५/-
२	नौपाडा प्रभाग समिती अंतर्गत प्रभाग क्र.४७ मधील पावसाळ्यापूर्वी नालेसफाई करणे.	रु.११,२८,५००/-	रु.२५५१/-	रु.११२८५/-	रु.५६४२५/-
३	नौपाडा प्रभाग समिती अंतर्गत प्रभाग क्र.४७ मध्ये क्रिकरोड येथील नागसेन नगरच्या मागील बाजूस ते ठाणा कॉलेज ते सिडको बस स्टॉपलगत खाडीपर्यंत पावसाळ्यापूर्वी नालेसफाई करणे.	रु.९,३८,५००/-	रु.१५५१/-	रु.९३८५/-	रु.४६,९२५/-
४	नौपाडा प्रभाग समिती अंतर्गत प्रभाग क्र.४८ व ४९ मधील पावसाळ्यापूर्वी नालेसफाई ज रजे.	रु.१०,९७,२००/-	रु.२५५१/-	रु.१०९७२/-	रु.५४८६०/-
५	नौपाडा प्रभाग समिती क्षेत्रातील सर्व्हिस रोड ते कोपरी ब्रिज व आनंदनगर ब्रिज ते ठाणा प्लॅट फॉर्म नं.१ येथील नाल्यांची पावसाळ्यापूर्वी नालेसफाई करणे.	रु.८,५४,७००/-	रु.१५५१/-	रु.८५४७/-	रु.४२७३५/-
६	कोपरी प्रभाग समिती अंतर्गत येणाऱ्या रेल्वे कल्हर्टची साफसफाई पावसाळ्यापूर्वी सफाई ज रजे	रु.४,३१,९००/-	रु.१५५१/-	रु.४३१९/-	रु.२१५९५/-
७	कोपरी प्रभाग समिती अंतर्गत कोपरीगाव व आनंदनगर परिसरात पावसाळ्यापूर्वी नालेसफाई करणे	रु.१९,७२,६००/-	रु.२५५१/-	रु.१९७२६/-	रु.९८६३०/-
८	कोपरी प्रभाग समिती अंतर्गत कोपरी कॉलनी व कोळीवाडा परिसरात पावसाळ्यापूर्वी नालेसफाई करणे	रु.८,६२,५००/-	रु.१५५१/-	रु.८६२५/-	रु.४३१२५/-
९	वागळे प्रभाग समिती क्षेत्रातील प्रभाग क्र.२७ मधील विविध नाल्यांची साफसफाई करणे	रु.८,१३,०००/-	रु.१५५१/-	रु.८१३०/-	रु.४०६५०/-
१०	वागळे प्रभाग समिती क्षेत्रातील प्रभाग क्र.३२ मधील गार्डन हॉटेल व भटवाडी नाल्यांची साफसफाई करणे	रु.३,३०,०००/-	रु.१५५१/-	रु.३३००/-	रु.१६५००/-
११	वागळे प्रभाग समिती क्षेत्रातील प्रभाग क्र.३२ मधील बी.एम.सी. हद्दीतील नाल्याची तसेच पाईपलाईन दरम्यानच्या गटारांची साफसफाई ज रजे	रु.६,४०,०००/-	रु.१५५१/-	रु.६४००/-	रु.३२०००/-
१२	वागळे प्रभाग समिती क्षेत्रातील प्रभाग क्र.३४ व ३६ मधील नाल्यांची साफसफाई करणे	रु.८,६७,८००/-	रु.१५५१/-	रु.८६७८/-	रु.४३३९०/-
१३	वागळे प्रभाग समिती क्षेत्रातील प्रभाग क्र.३५ मधील केळकर नाल्यांची साफसफाई करणे	रु.३,१०,०००/-	रु.१५५१/-	रु.३१००/-	रु.१५५००/-
१४	रायलादेवी प्रभाग समिती क्षेत्रातील प्रभाग क्र.११ व १२ (भाज - १) मधील नाल्यांची साफसफाई करणे.	रु.४,८६,०००/-	रु.१५५१/-	रु.४८६०/-	रु.२४३००/-

१५	रायलादेवी प्रभाग समिती क्षेत्रातील प्रभाग ज.११ व १२ (भाज - २) मधिल नाल्यांची साफसफाई करणे.	रु.८,२८,०००/-	रु.१५५१/-	रु.८२८०/-	रु.४१४००/-
१६	रायलादेवी प्रभाग समिती क्षेत्रातील प्रभाग ज.२८ (भाज - १) मधिल नाल्यांची साफसफाई करणे.	रु.७,४६,०००/-	रु.१५५१/-	रु.७४६०/-	रु.३७३००/-
१७	रायलादेवी प्रभाग समिती क्षेत्रातील प्रभाग ज.२८ (भाज - २) मधिल नाल्यांची साफसफाई करणे.	रु.६,९६,०००/-	रु.१५५१/-	रु.६९६०/-	रु.३४८००/-
१८	रायलादेवी प्रभाग समिती क्षेत्रातील प्रभाग ज.२९ (भाज - १) मधिल नाल्यांची साफसफाई करणे.	रु.७,६२,०००/-	रु.१५५१/-	रु.७६२०/-	रु.३८१००/-
१९	रायलादेवी प्रभाग समिती क्षेत्रातील प्रभाग ज.२९ (भाज - २) मधिल नाल्यांची साफसफाई करणे.	रु.६,९४,०००/-	रु.१५५१/-	रु.६९४०/-	रु.३४७००/-
२०	रायलादेवी प्रभाग समिती क्षेत्रातील प्रभाग ज.३० मधिल नाल्यांची साफसफाई करणे.	रु.५,२०,०००/-	रु.१५५१/-	रु.५२००/-	रु.२६०००/-
२१	रायलादेवी प्रभाग समिती क्षेत्रातील प्रभाग क्र.३१ व ३३ मधिल नाल्यांची साफसफाई ज रजे.	रु.६,६८,०००/-	रु.१५५१/-	रु.६६८०/-	रु.३३४००/-
२२	रायलादेवी प्रभाग समिती क्षेत्रातील अंतर्गत रस्ता क्र.२२ व संजय गांधी नॅशनल पार्क या परीसरातील गटाराची साफसफाई करणे.	रु.४,६७,०००/-	रु.१५५१/-	रु.४६७०/-	रु.२३३५०/-
२३	रायलादेवी प्रभाग समिती क्षेत्रातील अंतर्गत रस्ता ज.२२ व बी.एम.सी. पाईपलाईन या परीसरातील गटाराची साफसफाई करणे.	रु.६,४८,०००/-	रु.१५५१/-	रु.६४८०/-	रु.३२४००/-
२४	वर्तकनगर प्रभाग समिती क्षेत्रातील शिवाईनगर परिसरातील नाल्यांची पावसाळ्यापूर्वी नालेसफाई ज रजे.	रु.८,७५,०००/-	रु.१५५१/-	रु.८७५०/-	रु.४३७५०/-
२५	वर्तकनगर प्रभाग समिती क्षेत्रातील थिराणी शाळा ते व्होल्टास परिसरातील नाल्यांची पावसाळ्यापूर्वी नालेसफाई करणे.	रु.८,९४,९००/-	रु.१५५१/-	रु.८९४९/-	रु.४४७४५/-
२६	वर्तकनगर प्रभाग समिती क्षेत्रातील नळपाडा व गांधीनगर परिसरातील नाल्यांची पावसाळ्यापूर्वी नालेसफाई करणे.	रु.९,९८,२००/-	रु.१५५१/-	रु.९९८२/-	रु.४९९१०/-
२७	वर्तकनगर प्रभाग समिती क्षेत्रातील टिकुजीनीवाडी परिसरातील नाल्यांची पावसाळ्यापूर्वी नालेसफाई करणे.	रु.८,७९,०००/-	रु.१५५१/-	रु.८७९०/-	रु.४३९५०/-
२८	माजिवडा मानपाडा प्रभाग समिती अंतर्गत प्रभाग क्र.१ मध्ये श्रीराम हॉस्पिटल नाला, मोघरपाडा नाला, साईनगर नाला, बटाटा जंपनी नाला, दलाल जंपनी नाला या नाल्यांची साफसफाई करणे.	रु.१५,३०,०००/-	रु.२५५१/-	रु.१५३००/-	रु.७६५००/-
२९	माजिवडा मानपाडा प्रभाग समिती अंतर्गत प्रभाग क्र.२ मधिल पातलीपाडा, रायगड गल्ली, इंदिरापाडा, आझादनगर, ब्रम्हांड येथे	रु.५,४२,०००/-	रु.१५५१/-	रु.५४२०/-	रु.२७१००/-

	पावसाळ्यापुर्वी नालेसफाई करणे.				
३०	माजिवडा मानपाडा प्रभाग समिती अंतर्गत प्रभाग क्र.४ मधिल मानापाडा, गणेशनगर परिसरातील नाल्यांची साफसफाई करणे.	रु.३,२४,५००/-	रु.१५५१/-	रु.३२४५/-	रु.१६२२५/-
३१	माजिवडा मानपाडा प्रभाग समिती अंतर्गत प्रभाग क्र.५ मधिल म-नोरमानजर, टी.एम.टी.डेपो, गिता इंजिनिअरिंग, वुल रिसर्च कंपनी, कोलशेत शिवकृपा, श्रीराम चाळ येथिल नाल्याची पावसाळ्यापुर्वी साफसफाई करणे.	रु.११,४६,०००/-	रु.२५५१/-	रु.११४६०/-	रु.५७३००-
३२	माजिवडा मानपाडा प्रभाग समिती अंतर्गत प्रभाग क्र.६ मधिल यशस्वीनगर नाला, पेस्टी साईड कंपनी नाला, घारेमामा नाला, हायलँड गार्डन नाला, म्हाडा वसाहत नाला येथिल नाल्याची पावसाळ्यापुर्वी साफसफाई करणे.	रु.११,९१,०००/-	रु.२५५१/-	रु.११९१०/-	रु.५९५५०/-
३३	माजिवडा मानपाडा प्रभाग समिती अंतर्गत प्रभाग क्र.१९ मधिल कापुरबावडी कलरकेम कंपनी, (धोबी घाट ते बीएमसी पाईपलाईन पर्यंत) पालटून, पोकलेन मशिनने व माजिवडा, दादलानी रोड, आंबेडकरनगर येथिल नाल्याची पावसाळ्यापुर्वी साफसफाई करणे.	रु.१४,९६,८९०/-	रु.२५५१/-	रु.१४९६९/-	रु.७४८४५-
३४	उथळसर प्रभाग समिती क्षेत्रातील नाल्यांची पोकलेन मशिनद्वारे पावसाळ्यापुर्वी नालेसफाई करणे	रु.२४,२४,०००/-	रु.३५५१/-	रु.२४२४०/-	रु.१२१२००/-
३५	उथळसर प्रभाग समिती क्षेत्रातील खाडी मुखाजवळील नाला क्र.५ ची पालटून मशिनद्वारे पावसाळ्यापुर्वी नालेसफाई करणे	रु.१४,७०,०००/-	रु.२५५१/-	रु.१४७००/-	रु.७३५००-
३६	उथळसर प्रभाग समिती क्षेत्रातील खाडी मुखाजवळील नाला क्र.६ ची पालटून मशिनद्वारे पावसाळ्यापुर्वी नालेसफाई करणे	रु.२३,७६,७००/-	रु.३५५१/-	रु.२३७६७/-	रु.११८८३५/-
३७	कळवा प्रभाग समिती अंतर्गत पारसिक नगर येथे पोकलेन मशिनच्या सहाय्याने चर खोदणे .	रु.७,५३,०००/-	रु.१५५१/-	रु.७५३०/-	रु.३७६५०/-
३८	कळवा प्रभाग समिती अंतर्गत नाल्यांची पालटून मशिनच्या सहाय्याने साफसफाई करणे.	रु.२३,१४,०००/-	रु.३५५१/-	रु.२३१४०/-	रु.११५७००/-
३९	कळवा प्रभाग समिती परिसरातील चिंधी नाल्याची पालटून मशिनच्या सहाय्याने साफसफाई करणे.	रु.७,६२,६००/-	रु.१५५१/-	रु.७६२६/-	रु.३८१३०-
४०	कळवा प्रभाग समिती क्षेत्रातील खारेगाव हजेरी शेड अंतर्गत नाल्यांची साफसफाई करणे.	रु.९,९०,०००/-	रु.१५५१/-	रु.९९००/-	रु.४९५००/-
४१	कळवा प्रभाग समिती क्षेत्रातील कळवा हजेरी शेड अंतर्गत नाल्यांची साफसफाई करणे.	रु.५,२५,१००/-	रु.१५५१/-	रु.५२५१/-	रु.२६२५५/-

४२	कळवा प्रभाग समिती क्षेत्रातील विटावा हजेरी शेड अंतर्गत नाल्यांची साफसफाई करणे.	रु.७,०६,०००/-	रु.१५५१/-	रु.७०६०/-	रु.३५३००/-
४३	कळवा प्रभाग समिती अंतर्गत रेल्वे व महामार्गाखालील कल्व्हर्टची साफसफाई करणे.	रु.२,५१,०००/-	रु.१५५१/-	रु.२५१०/-	रु.१२५५०/-
४४	मुंब्रा प्रभास समिती हद्दीतील ठाकुरपाडा ते अमृतनगर दर्गा रस्त्यापर्यंत नाल्यांची साफसफाई करणे	रु.३०,२१,२७०/-	रु.३५५१/-	रु.३०२१३/-	रु.१५१०६४/-
४५	मुंब्रा प्रभास समिती हद्दीतील वफा पार्क ते शिळ गाव पर्यंत नाल्यांची साफसफाई करणे	रु.२४,८९,४२०/-	रु.३५५१/-	रु.२४८९४/-	रु.१२४४७१/-
४६	मुंब्रा प्रभाग समिती हद्दीतील कौसा गाव नाल्यांची साफसफाई करणे.	रु.२४,२६,०००/-	रु.३५५१/-	रु.२४२६०/-	रु.१२१३००/-
४७	मुंब्रा प्रभाग समिती हद्दीतील बॉम्बे कॉलनी ते डोंगरे मार्केट पर्यंत नाल्यांची साफसफाई करणे.	रु.२०,२०,९४०/-	रु.३५५१/-	रु.२०२०९/-	रु.१०१०४७/-
४८	मुंब्रा प्रभाग समिती हद्दीतील रेतीबंदर ते उदयनगर पर्यंत नाल्यांची साफसफाई करणे.	रु.२३,३४,१५०/-	रु.३५५१/-	रु.२३३४२/-	रु.११६७०८/-
४९	मुंब्रा प्रभाग समिती क्षेत्रातील मुख्य रस्त्यावरील सर्व कल्व्हर्टची सफाई करणे.	रु.९,८४,३००/-	रु.१५५१/-	रु.९८४३/-	रु.४९२१५/-
५०	मुंब्रा प्रभाग समिती क्षेत्रातील रेल्वे कल्व्हर्टची साफसफाई करणे	रु.२,७६,६००/-	रु.१५५१/-	रु.२७६६/-	रु.१३८३०/-
५१	मुंब्रा प्रभाग समिती क्षेत्रातील पाण्याचा निचरा होण्याकरिता चर मारणे	रु.१२,२८,०००/-	रु.२५५१/-	रु.१२२८०/-	रु.६१४००/-
५२	मुंब्रा प्रभाग समिती क्षेत्रातील दिवा विभागातील प्र.क्र.६५ मधील नाल्यांची साफसफाई करणे	रु.२४,८८,१००/-	रु.२५५१/-	रु.२४८८१/-	रु.१२४४०५/-
५३	लोज मा-य-नजर-सावरकरनगर प्रभाग समिती क्षेत्रातील प्रभाग क्र.९ मधील नाल्यांची साफसफाई करणे	रु.६,००,०००/-	रु.१५५१/-	रु.६०००/-	रु.३००००/-
५४	लोज मा-य-नजर-सावरकरनगर प्रभाग समिती क्षेत्रातील प्रभाग क्र.१० व १४ (भाग -१) मधील नाल्यांची साफसफाई करणे	रु.७,०३,०००/-	रु.१५५१/-	रु.७०३०/-	रु.३५१५०/-
५५	लोज मा-य-नजर-सावरकरनगर प्रभाग समिती क्षेत्रातील प्रभाग क्र.१० व १४ (भाग -२) मधील नाल्यांची साफसफाई करणे	रु.५,२३,०००/-	रु.१५५१/-	रु.५२३०/-	रु.२६१५०/-
५६	लोज मा-य-नजर-सावरकरनगर प्रभाग समिती क्षेत्रातील प्रभाग क्र.१३ व १५ (भाग -१) मधील नाल्यांची साफसफाई करणे	रु.४,८०,०००/-	रु.१५५१/-	रु.४८००/-	रु.२४०००/-
५७	लोज मा-य-नजर-सावरकरनगर प्रभाग समिती क्षेत्रातील प्रभाग क्र.१३ व १५ (भाग -२) मधील नाल्यांची साफसफाई करणे	रु.६,३४,०००/-	रु.१५५१/-	रु.६३४०/-	रु.३१७००/-
५८	लोज मा-य-नजर-सावरकरनगर प्रभाग समिती क्षेत्रातील प्रभाग क्र.१६ व २६ (भाग -१) मधील नाल्यांची साफसफाई करणे	रु.९,७९,०००/-	रु.१५५१/-	रु.९७९०/-	रु.४८९५०/-
५९	लोज मा-य-नजर-सावरकरनगर प्रभाग समिती	रु.३,२०,०००/-	रु.१५५१/-	रु.३२००/-	रु.१६०००/-

क्षेत्रातील प्रभाग क्र.१६ व २६ (भाज -२)				
मधील नाल्यांची साफसफाई करणे				

- उपरोक्त प्रत्येक कामासाठी निविदाकारांनी स्वतंत्र निविदा सादर कराव्यात.
- प्रत्येक कामासाठी स्वतंत्र निविदा फार्म फी व इसारा रक्कम भरावी लागेल. सुशिक्षित बेरोजगार संस्था व मजूर कामगार सहाकारी संस्था व अन्य इतर कोणत्याही संस्थेस निविदा इसारा रक्कम भरण्यापासून सुट दिली जाणार नाही.
- निविदा फॉर्म महापालिकेच्या संकेतस्थळावर पुढील दिनांकापर्यंत उपलब्ध राहतील. रु.५ लक्षापेक्षा कमी किंमतीच्या कामांना आठ दिवस व (३१/०३/२०१५ ते ०७/०४/२०१५) रु.५ लक्षापेक्षा अधिक किंमतीच्या कामांना पंधरा दिवस (३१/०३/२०१५ ते १४/०४/२०१५)
- निविदेचा तांत्रिक लिफाफा निविदा भरण्याच्या शेवटच्या दिवशी उघडण्यात येतील. ग्राह्य निविदाकारांनी तांत्रिक लिफाफ्यात सादर केलेल्या कागदपत्रांच्या मुळप्रती तपासणीकरिता दुसऱ्या दिवशी सकाळी ११.०० वा .प्रशासकीय भवन, घनकचरा व्यवस्थापन विभाग, पहिला मजला, पाचपाखाडी येथे उपस्थित रहावे. जे निविदाकार मुळ कागदपत्रे घेऊन दुसऱ्या दिवशी उपस्थित राहणार नाहीत, अशा निविदाकारांची निविदा अग्राह्य ठरविण्यात येईल. कामाची निकड घेता मुळ कागदपत्रे सादर करणेस मुदतवाढ किंवा कोणताही प्रकारचा पत्रव्यवहार केला जाणार नाही, याची नोंद घ्यावी.
- मंजूर निविदाकारास कामाच्या एकूण रकमेच्या ५% सुरक्षा अनामत रक्कम भरावी लागेल. परंतु ज्या निविदाकाराचे दर अंदाज खर्चाच्या १०% पेक्षा कमी येतील अशा निविदाकाराकडून जादा ५%, ज्या निविदाकाराचे दर २०% पेक्षा कमी येतील अशा निविदाकाराकडून जादा १०% व ज्या निविदाकाराचे दर ३०% पेक्षा कमी येतील अशा निविदाकाराकडून जादा १५% रोख सुरक्षा रक्कम महापालिकेकडे जमा केल्यानंतर कार्यादेश देण्यात येईल.
- कार्यादेश दिल्यानंतर ७ दिवसात २५% काम, १५ दिवसात ५०%, २१ दिवसात ७५% काम व ३१ दिवसात १००% काम करणे बंधनकारक राहिल.
- काम सुरु ज रजेपूर्वी व काम पूर्ण झाल्यानंतर संपूर्ण कामाच्या ठिकाणाचे डिजीटल फोटो (तारखेसह) घेणे बंधनकारक राहिल.
- सदरचे काम सुरु करणेपूर्वी संपूर्ण कामाचे ठाणे महानगरपालिकेचे मंजूर दरानुसार व मंजूर ठेकेदारामार्फत व्हिडीओ रेकॉर्डिंग करून त्याची सीडी विभागाकडे सादर करणे बंधनकारक आहे. तसेच काम सुरु असतांना व काम पूर्ण झाल्यानंतरचे व्हिडीओ रेकॉर्डिंगची सीडी तयार ज रजे बंधनकारक राहिल.
- सदरची कामे मे अखेर पर्यंत पूर्ण करणे बंधनकारक राहिल व पावसाळ्यात नाले चोकअप झाल्यास सदरचे काम ठेकेदाराला करावे लागेल त्यासाठी मोबदला देण्यात येणार नाही. त्याकरिता २५% रक्कम राखून ठेऊन सदर रक्कम पावसाळ्यानंतर अदा करण्यात येईल. सदर रक्कम पावसाळा संपल्यानंतर तसेच संबंधित कार्यक्षेत्रातील नगरसेवक काम केल्याचे दाखल सादर केल्यानंतर अदा करण्यात येतील.
- प्रत्येक कामाचा शेड्युल "B" मध्ये नमूद केल्याप्रमाणे ठेकेदारांनी आवश्यक ते मनुष्यबळ, जे.सी.बी., मशिन, डंपर, पोकलेन, पाल्टून व जे-न इ. मशिनरी वापरणे बंधनकारक आहे.

DETAILED TENDER NOTICE TO CONTRACTOR

NAME OF WORK: वागळे प्रभाग समिती क्षेत्रातील प्रभाग क्र.३२ मधील गार्डन हॉटेल व भटवाडी परिसरातील नाल्याची साफसफाई करणे

Wagle Prabhag Samitee

Sealed tenders in B-1 form on Departmental Design are invited by TMC Thane for the following works, from Contractors registered in appropriate class, by Government of Maharashtra or any other Govt. or Semi Govt. Organisations. Tenderer should submit the tender by E-Tendering Procedure as mentioned in tender notice.

1. Name of work : वागळे प्रभाग समिती क्षेत्रातील प्रभाग क्र.३२ मधील गार्डन हॉटेल व भटवाडी परिसरातील नाल्याची साफसफाई करणे
2. Estimated cost put to tender of work: Rs.330000/-
3. Cost of Each Tender Form : Rs.1551/-
4. Earnest money : Rs.3300/-
5. (a) Initial Security Deposit : (3%)
- (b) Further Security Deposit : (2%)
to be deducted from bills
6. Validity Period: The offer of the Contractor shall remain valid for 120/180 days from the date of opening of Envelope No. 2.
7. The tender notice shall form a part of contract agreement.
8. The tenders are invited on the Departmental design only.
9. The blank tender forms will be sold only to the registered Contractors of appropriate category, on production of original or attested copy of valid registration certification certificate at the time of applying for issue of blank tender forms, otherwise blank tender forms will not be issued to them.
10. The tenderer should furnish detailed information regarding status of his firm (i.e. proprietary, partnership, private ltd. or public ltd. company etc.) and also produce attested copies of the proof thereof. The tenderer should also specify the authorized person who will be transacting with TMC Thane (Power of Attorney holder).
11. Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/amendments if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable.
12. The work to be executed is within the TMC limits.
13. Right is reserved to reject any or all tenders without assigning any reason thereof.

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EARNEST MONEY

- 2.1 Earnest money deposit & Tender document fees should be paid online.
- 2.2 Valid earnest money exemption certificate issued by TMC Thane will be accepted. The tenderers who are exempted from payment of earnest money deposit should attach attested copy of the certificate from TMC Thane.
- 2.3 Tender of those who do not deposit earnest money in one of the above acceptable forms shall be summarily rejected.
- 2.4 The amount of earnest money will be refunded to the unsuccessful tenderer on acceptance or otherwise of the tender

In case of the successful tenderer, it will be refunded on his paying the initial security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to TMC Thane, besides other suitable actions.

TENDERING PROCEDURES

- 3.1 Issue of blank tender forms :
- Blank tender forms can be purchased from the office of the Dy.Municipal Commissioner (S.W.M.Dept.), TMC, Thane.
- 3.2 Pre-tender Conference :
- 3.2.1 A pre-tender Conference open to all prospective tenderers will be held on _____ at _____ hours in the office of the Dy.Municipal Commissioner (S.W.M.Dept.), TMC, Thane wherein the prospective tenderers will have an opportunity to obtain clarifications regarding the work and the tender conditions.
- 3.2.2 The prospective tenderers are free to ask for any additional information or clarification either in writing or orally and reply to the same will be given by the Dy.Municipal Commissioner (S.W.M.Dept.), TMC, Thane in writing and this clarification referred to as common set of condition shall form part of the tender documents and which will also be common and applicable to all tenderers.

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3.2.3 The tender submitted by the tenderer shall be based on the clarification, additional facility issued (if any) by the Dy.Municipal Commissioner (S.W.M.Dept.), TMC, Thane, and this tender shall be un-conditional. Conditional tenderers will be summarily rejected.

3.2.4 All tenderers are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications and other requirements and conditional tenders will be rejected.

3.3 Manner of submission of tender and its accompaniments :

Tender is to be submitted according to two envelopes system.

Tenderer shall submit the tender and documents in two sealed envelopes as below :-

1 **Envelope No. 1 (Documents) :**

- a) Earnest money deposit & Tender document fees should be paid online.
Dept.code 0900, Function code 346 Budget code.255002 (for Form fee) 361000(for EMD)
- b) Attested copy of certificate as registered contractors in appropriate class by Govt. of Maharashtra or any other Govt. or Semi Govt. Organisation.
- c) A list of machinery and plants immediately available with the tenderer for use on this work and list of machinery proposed to be utilized on this work but not immediately available and the manner in which it is proposed to be procured (In Form No. II, IIA).
- d) Details of works of Nala safai and magnitude carried out by the Contractor (In Form No. III).
- e) Details of technical personnel on the rolls of the tenderer (In Form No. IV).
- f) If the tenderer is an individual or proprietary firm it shall be signed in full by the individual alongwith his full name and address along with attested photocopy of registration of the firm.

If the tenderer is a partnership firm, it shall be signed by all the partners of the firm or by a partner holding power of attorney for the firm for signing the tender, in which case original or certified copy of the power of attorney shall accompany the tender. A certified copy of the Partnership Deed and current address of the partners of the firm shall also accompany the tender.

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If the tenderer is a Private Limited firm, the tender shall be signed by the Power of Attorney holder of the firm. Original or certified copy of the power of attorney along with the certified copy of the Articles of Memorandum of Private Limited firm shall accompany the tender.

2 Envelope No. 2 (Tender) :

The second envelope cleared marked as "Envelope No. 2" Name of Work, Tender Notice No. & Name and Address of the tenderer shall contain only the main tender including the common set of deviations/stipulations issued by the TMC, Thane after the pre-tender conference, if any, duly filled and signed by the tenderer on each pag. A tender submitted without this would be considered as invalid.

The tenderer should quote his original basic offer in percentage (in figures and words) at appropriate place at the end of schedule "B" of the tender documents. He should not quote this offer any where directly or indirectly in Envelope Number 1. The Contractor shall quote for the work as per details given in the main tender and also based on the detailed set of deviations issued/ additional stipulations made by the TMC Thane as informed to him by a letter from Dy.Municipal Commissioner (S.W.M.Dept.) TMC, Thane, after the pre tender conference. This tender shall be unconditional.

3.4 Submission of Tender :

AS PER E TENDERING PROCEDURE .

The full name and address of the tenderer and the name of the authorised agent delivering the sealed cover containing tender shall be written in the bottom left hand corner. Tenders offered or received after the date and time is over will either not be accepted and if inadvertently accepted will not be opened and shall be returned to the tenderer unopened.

3.5 Opening of Tenders :

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

Envelope No. 1 :

First of all, Envelope Number 1 of all tenderers will be opened to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements

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of the TMC Thane a note will be recorded accordingly by the tender opening authority and the said tenderer's Envelope Number 2 may not be considered for further action and the same may be recorded.

Envelope No. 2 :

This envelope shall be opened immediately after opening of Envelope Number 1 only if the contents of Envelope Number 1 are found to be acceptable to the TMC Thane, the tendered rates in schedule "B" or percentage above/below the estimated rates shall then be read out.

3.6 Acceptance of Tender :

3.6.1 The successful tenderer will be required to produce to the satisfaction of the specified concerned authority, a valid and concurrent license issued in his favour under provision of the Contract Labour (Regulation and Abolition) Act 1970 before starting the work. On failure to do so, the acceptance of the tender is liable to be withdrawn and Earnest money forfeited.

3.6.2 The tenderer whose tender is accepted will have to give an undertaking in writing to the effect that he/they will pay the labourers engaged on the work, the wages as per Minimum Wages Act, 1948, applied to the zone in which the work lies or any other prevalent Act.

3.6.3 The Contractor shall comply with the provision of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1961, the Contract Labour (Regulation and Abolition) Act, 1979, and any modification thereof or any law relating there to, and rules made there under from time to time.

3.6.4 The tenderer whose tender is accepted is required to note that no foreign exchange will be released by the TMC Thane.

3.6.5 The Contractor will have to sign the original copy of the tender papers and the drawings according to which the work is to be carried out. The tenderer shall also have to give a declaration to the effect that he has fully studied the site, plans, specifications, local conditions and availability of labour and materials and that he has quoted his rate with the considerations to all these factors.

3.7 SECURITY DEPOSIT :

3.7.1 The successful tenderer within seven days of the intimation to this effect shall have to pay 3% of accepted tender cost as Initial Security Deposit in cash / DD / Pay Order in favour of the Com-

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missioner TMC Thane, Bank Guarantees from Nationalised Banks in the enclosed form and complete the contract documents failing which his earnest mondy will be forfeited to TMC, Thane. The balance of Security Deposit will be recovered from the R.A. Bills at 2% of the bill amount.

- 3.7.2 All compensation or other sums payable by the Contractor under the terms of this contract or any other agreement or any account may be deducted from his security deposit or from any sums which may be due to him or may become due to him by TMC, Thane, on any account and in the event of the security being reduced by reason of any such above noted deductions the Contractor shall within 10 days of receipt of notice of demand from the Dy.Municipal Commissioner (S.W.M.Dept.) TMC Thane make good the deficit.
- 3.7.3 There shall be no liability on the TMC, Thane, to pay any interest on the security deposited by or recovered from the Contractor.
- 3.7.4 The security deposit shall be refunded after completion of defect libility period prescribed for this contract in accordance with the provision in clause 1 and 20 of the contract.

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(On stamp paper worth Rs. 50-)

MODEL FORM OF BANK GUARANTEE BOND

In consideration of the Thane Municipal Corporation Thane (herein after called "TMC Thane") having agreed to exempt _____ (herein after referred to as "the Contractor") from depositing with the TMC Thane in cash of the sum of Rs. _____ (Rupees _____ only) being the amount of security deposit payable by the Contractor or to the TMC Thane under the terms and conditions of an agreement dated the _____ day of _____ and made between the TMC Thane of the one part and the Contractor of the other part (here in referred to as "the said Agreement") for _____ as security for the due observance and performance by the Contractor of the terms and conditions of the said Agreement, on the contract furnishing to the TMC Thane a guarantee in the prescribed form of a Scheduled Bank in India being in fact those present in the like sum of Rs. _____ (Rupes _____ only). We _____ BANK/LIMITED registered in India under _____ Act and having one of our local Head Office at _____ do hereby :

1) Guarantee to the TMC Thane.

- (a) Due performance and observance by the Contractor of the terms, covenants and conditions on the part of the Contractor contained in the said Agreement and
- (b) Due and punctual payment by the Contractor to the TMC Thane of all sums of money, losses, damages, cost charges, penalties and expenses payable to the TMC Thane by the Contractor under or in respect to the said agreement.

2) Undertake to pay the TMC Thane on demand and without demand and not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any Court of tribunal relating there to the said sum of Rs. _____ (Rupees _____ only) or such less sum may be demanded by the TMC Thane from us our liability hereunder being absolute and unequivocal and agree that.

3) (a) The guarantee herein contained shall remain in full force & effect during the subsistence of the said agreement and the same will continue to be enforceable till all the dues of the TMC Thane under or by virtue of the said agreement have been duly paid and its claims satisfied or discharged and till the TMC Thane certifies that the terms and conditions of the said agreement have been fully and properly carried out by the Contractor.

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- (b) We shall not be discharged or released from the liability under this guarantee by reasons of
- (i) Any change in the constitution of the bank of the Contractor, or
 - (ii) Any arrangement entered in between the TMC Thane and the Contractor with or without our consent; (iii) Any forbearance or indulgence shown to the Contractor;
 - (iv) Any variation in terms of covenants or conditions contained in the said agreement;
 - (v) Any time given to the Contractor;
 - (vi) Any other conditions or circumstances under which, in law, a surety would be discharged;
- (c) Our liability here under shall be joint and several with that of the Contractor as if we were the principal debtors in respect of the said sum of Rs. _____ (Rupees _____ only) and _____
- (d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the TMC Thane. IN WITNESS WHERE OF THE common seal of _____ has been herein to affixed this _____ day of _____ 19 _____. The common seal of _____ was pursuant to the resolution of the Board of Directors of the Company dated the _____ day of _____ herein affixed in the presence of _____ who, in token there of, have here to set their respective hands in the presence of

(1)

(2)

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DECLARATION OF THE CONTRACTOR

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

Signature of Contractor(s)

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GENERAL DESCRIPTION AND SCOPE OF WORK

Contractor

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TENDER FOR WORKS

1. I/We hereby tender for the execution, for the Thane Municipal Corporation, Thane (herein before and hereinafter referred to as 'TMC, Thane') of the work specified in the under written memorandum within the time specified in such memorandum at* _____ percent below/above the estimated rates entered in schedule "B" (memorandum showing items of works to be carried out) and in, accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in rule 1 hereof and clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by Dy.Municipal Commissioner (S.W.M.Dept.), TMC, Thane such materials and rates to be paid for them shall be as provided in schedule "A" hereto.

* in figures as well as in words.

MEMORANDUM

General Description: वागळे प्रभाग समिती क्षेत्रातील प्रभाग
ज.३२ मधील गार्डन हॉटेल व भटवाडी
परिसरातील नाल्याची साफसफाई करणे

- (b) Estimated Cost : Rs.330000
- (c) Earnest Money : Rs.3300/-
- (d) Security Deposit : Rs.16500/-
Initial :
- i) Cash 3%
- ii) to be deducted 2%
from current bills
- (e) Time allowed for the work from the date of written order to commence calendar months including monsoon.

2. I/We agree that this offer shall remain open for acceptance for a minimum period of 120 / 180 days from the date of opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered, at the office of such authority. The Earnest Money in form of ___(As Mentioned on pg.no. 13___) is herewith forwarded. The amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the TMC, Thane should I/We fail to (i) abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the

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Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in para - 1 above within the time limit, laid down in clause (1) of the annexed general conditions of the contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

3. I/We have secured exemption from payment of earnest money from TMC, Thane a true copy of which is enclosed herewith should any occasion for forfeiture of earnest money for this work arise due to failure on my / our part to (i) abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents and furnish the security deposit as specified in item (d) of the memorandum contained in para 1 above within the time limit laid down in Clause (1) of the annexed General Conditions of contract the amount payable by me/us may, at the option of the Dy.Municipal Commissioner (S.W.M.Dept.), be recovered out of the amount deposited in lump - sum for securing exemption and in the event of the deficiency out of any other money which are due or payable to me/us by the TMC, Thane under any other contract of transaction of any nature whatsoever or otherwise.

4. Should this tender be accepted. I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeit and pay to TMC, Thane the sum of money mentioned in the said condition.

Signature of Contractor before submission of tender

Contractor

Name & Address _____

\$ Signature of witness to Contractor's signature

Dated ___ day of _____ 200_____
(Witness) _____
\$ _____
Name & Address _____
Occupation _____

The above tender is hereby accepted by me for and on behalf of the Thane Municipal Corporation, Thane.

@ Signature of the officer by whom accepted

Officer _____
@ _____
Dated ___ day of _____ 200____

CONDITIONS OF CONTRACT

Security deposit

CLAUSE 1 :- The person/persons whose tenders may be accepted (hereinafter called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) shall (A) within 10 days (which may be extended by the Dy.Municipal Commissioner (S.W.M.Dept.) concerned upto 15 days' if the Dy.Municipal Commissioner (S.W.M.Dept.) thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Dy.Municipal Commissioner (S.W.M.Dept.) in cash or approved securities endorsed to the Commissioner of sum sufficient which will make up the full security deposit specified in the tender and (i) above and (B) Permit TMC, Thane at the time of making any payment to him for work done under the contract to deduct such as will amount to two percent. Of all money so payable such deductions to be held by TMC, Thane by way of security deposit until the full amount of the security deposit is made up. All compensation or other money payable, by the Contractor to TMC, Thane 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 therefrom or from any sums which may be due or may become due by TMC, Thane 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 approved securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may, at the cost of the depositor, be converted into interest bearing securities.

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 security deposit retained by the TMC, Thane shall be released after the expiry of period upto which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period upto which the contractor has agreed to maintain the work in good order, then subject to provisions of clauses 17 and 20 hereof the amount of security deposit returned, by TMC, Thane shall be adjusted towards excess cost incurred by the TMC, Thane on rectification work.

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Compensation for
delay

CLAUSE 2 :- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be proceeded with, all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay a compensation as an amount equal to one percent or such smaller amount as Dy.Municipal Commissioner (S.W.M.Dept.) (whose decision in writing, shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tenderer for every day that the work remains uncommenced, or unfinished after the proper dates. And further to ensure good progress during the 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.

NOTE :- The quantity of the work to be done within a particular time to be specified above shall be fixed by the Dy.Municipal Commissioner (S.W.M.Dept.) after taking into consideration the circumstances of each case. And abide by the program of detailed progress laid down by the Dy.Municipal Commissioner (S.W.M.Dept.).

The following proportions will usually be found suitable : In 1/4, 1/2, 3/4 of the time.

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

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

In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amounts as the Dy.Municipal Commissioner (S.W.M.Dept.) (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of the work remains uncommenced or incomplete, provided always that the total amount of the compensation to be paid under provisions of this clause shall not exceed 10% of the estimated cost of the work shown in the tender.

Action when whole of
the security deposit
is forfeited

CLAUSE 3 :-In the case in which under any laws 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 Dy.Municipal Commissioner (S.W.M.Dept.) on behalf of the TMC, Thane shall have power to adopt any of the following courses as he may deem best suited to the interest of TMC, Thane.

a) To rescind the contract (of which rescission notice in writing to the contractor under the signature of the City / Executive Engineer) shall be

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conclusive evidence and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the TMC, Thane.

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 plants and charges on additional supervisory staff including the cost of work charged establishment employed for getting the unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respect in the same manner and at the rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Dy.Municipal Commissioner (S.W.M.Dept.) as to the cost and other allied expense as 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 as thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Dy.Municipal Commissioner (S.W.M.Dept.) as to all cost of the work and other expenses incurred as aforesaid for, or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Dy.Municipal Commissioner (S.W.M.Dept.) shall have certified in writing 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 course referred to in clause (b) or (c) being adopted and the cost of work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess value shall be deducted from any money due to the contractor by the TMC, Thane under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof, provided however that the contractor shall have no claim against TMC, Thane 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 Dy.Municipal Commissioner (S.W.M.Dept.), the contractor shall have no claim to compensation for any loss Sustained by him by reason of his having purchased,

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or procured any material or entered into engagements or made any advances on account or with a view of the execution of the work or the performance of the contract. The certificates of the Dy.Municipal Commissioner (S.W.M.Dept.) as to all 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 and shall be final and conclusive against the contractor.

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

CLAUSE 4 :- If the progress of any particular portion of the work is unsatisfactory the Dy.Municipal Commissioner (S.W.M.Dept.) shall notwithstanding that the general progress of the work is satisfactory in accordance with clause (2) be entitled to take action under clause 3 (b) after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation, for any loss sustained by him owing to such action.

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

CLAUSE 5 :- In any case in which any of the power conferred upon the Dy.Municipal Commissioner (S.W.M.Dept.) by clauses 3 and 4 hereof shall have become exercisable and the same shall not have been exercised, non-exercise thereof shall not constitute a waiver of any of conditions thereof and such powers shall notwithstanding be exercised in the event of any future case of default by the contractor, for which, by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

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

In the event of the Dy.Municipal Commissioner (S.W.M.Dept.) taking the action under sub clauses (a) or (c) of clause 3 he may if he so desires, take possession of all or any tools, plants 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 Dy.Municipal Commissioner (S.W.M.Dept.) whose certificate thereof shall be final. In the alternative the Dy.Municipal Commissioner (S.W.M.Dept.) may after giving notice in writing to the contractor alternative the Dy.Municipal Commissioner (S.W.M.Dept.) may after giving notice in writing to the contractor or his clerk of the work, foreman or other authorised agent, require him to remove such tools, plants, 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 requirement the Dy.Municipal Commissioner (S.W.M.Dept.) may remove them at the contractor's expense or sell them by auction or private sale at risk and account of the contractor in all respects and the certificate of the Dy.Municipal Commissioner (S.W.M.Dept.), as to the expense of any such removal, and the amount of the proceeds, and expense of any such sale shall be final and conclusive against the contractor.

Extension of time.

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CLAUSE 6 :- If the contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Dy.Municipal Commissioner (S.W.M.Dept.) 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

Commissioner (S.W.M.Dept.) if in his opinion there was reasonable grounds for granting an extension grant such extension if he thinks necessary or proper. The decision of the Dy.Municipal Commissioner (S.W.M.Dept.) in this matter shall be final.

CLAUSE 7 :- On completion of the work the Contractor shall be furnished with the certificate by the Dy.Municipal Commissioner (S.W.M.Dept.)/Executive Engineer hereinafter called the Engineer-in-charge of such completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, Surplus material and rubbish and shall have been cleaned, the dirt from all the wood work, doors, windows, walls, floor or other parts of the building in or upon which the work has been executed or of which he may have had possession for the purpose of executing the work, nor until the works shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge the said measurements being, binding, and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus material and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expenses of 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 for with the pay amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Final certificate

CLAUSE 8 :- No payment shall be made for any work estimated to cost less than Rs. 10000/-, till after the whole of the said work shall have been completed and certificate of completion given. But in the case of the works estimated to cost more than Rs. 10000/- the contractor shall on submitting the 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 and taken away and reconstructed or re-erected, nor shall any such payment be

Payment on intermediate certificate to be regarded as advance.

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considered as an admission of the due performance of the contractor or any part thereof in any respect or the occurring 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 account or otherwise, or in any other way vary or affect the contract. The final bill shall be

<p>Payment at reduced rates on account of items of work not accepted as completed, to be at the discretion of the Engineer-in-charge.</p>	<p>submitted by the contractor within one month of the date fixed for the completion of the work, otherwise Engineer-in-charge certificate of the measurements and of the total amounts payable for the work shall be final and binding on all parties.</p>
<p>Bills to be submitted monthly</p>	<p>CLAUSE 9 :- The rates for several items on work estimated to cost more than Rs. 10000\ - 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 case where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of items at such reduced rates as he may consider reasonable in the preparation of final or on accounts bill.</p>
<p>Bills to be on printed forms</p>	<p>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 work executed in the previous month and the Engineer-in-charge shall take or cause to be taken requisite measurement for the purpose of having the same verified, and the claim so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure the said work in the presence of the contractor or his duly authorised agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.</p>
<p>Stores supplied by TMC, Thane</p>	<p>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.</p>
<p>Contractor</p>	<p>CLAUSE 12 :- If the specifications or estimate of the work provided for the use of any special description of materials to be supplied from the TMC, Thane stores or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores, and the prices to be charged therefore as hereinafter to mention being so far as practicable for the convenience of the contractor but not so as in anyway to control the meaning and effect of this contract-specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as he may be required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores supplied shall be set off or deducted from any Sums</p>
<p>Contractor</p>	<p>No. of corrections S.W.M. Dept., TMC, Thane</p> <p style="text-align: right;">Dy. Municipal Commissioner,</p>

then due or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposits or the proceeds of the sale thereof. If the deposit is held in approved securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All material supplied to the contractor shall remain the absolute property of TMC, Thane and shall on no account be removed from the site of work, and shall at all

times be open to 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 TMC Thane store, if the Engineer-in-charge so requires by notice in writing given under his hand but the contractor shall not be entitled to return any such material 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 aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

CLAUSE 12(A) :-All stores of controlled materials such as cement, steel, etc. supplied to the contractor by TMC or procured by the contractor, should be kept by the contractor under lock and key and they will be accessible for inspection by the Dy.Municipal Commissioner (S.W.M.Dept.) or his authorised agent at all the times.

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

CLAUSE 13 :- The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards material and in every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspections at such office, or in 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.

Alterations in specifications & designs not to invalidate contracts.

CLAUSE 14 :- The Engineer-in-charge shall have power to make any alterations in or additions to the original specification drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work, and at the same rates as per specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such rates or at the rates mutually agreed upon between Works to be executed in accordance with specifications, drawings, orders, etc.

Rates for works not entered in estimates or schedule of rates of the district/division.

the Engineer-in-charge and the contractor, whichever is lower. If the additional or altered work, for which no rate is entered in the Schedule of Rates of schedule as adopted by TMC, ordered to be carried out before the rate is agreed upon, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that 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 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 a dispute, the decision of the Dy.Municipal Commissioner (S.W.M.Dept.) of the TMC, Thane will be final. The time limit for the completion of the work shall be extended in the

Extension of time consequent additions or alterations.

proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work, and a certificate of the Engineer incharge as to such proportion shall be conclusive.

No claim to any payment or compensation for alteration in or restriction of work.

CLAUSE 15 :- 1) If at any time after the execution of the contract documents, the Engineer-in-charge shall for reasons whatsoever (other than default on the part of the contractor for which the TMC, Thane is entitled to rescind the contract) desires that the work or any part of the work specified in the tender should be suspended for any period of 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 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 Dy.Municipal Commissioner (S.W.M.Dept.) as to the stage at which the work any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment of compensation whatsoever by reason of or in pursuance of any notice as aforesaid on account of any suspension stoppage or curtailment except to the extent specified hereinafter.

2) Where the total suspension of work ordered as aforesaid continued continuous for a 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 10 days prior notice in writing to the Dy.Municipal Commissioner (S.W.M.Dept.) within 30 days of the expiry of the said period of 90 days of such intention requiring the Dy.Municipal Com-

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missioner (S.W.M.Dept.) to record the final measurement of the work already done and to pay the final bill. Upon giving such a notice the contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under this contract. On receipt of such notice the Dy.Municipal Commissioner (S.W.M.Dept.) shall proceed to complete the measurement and make such payments as finally due to the contractor within the period of 90 days from 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-in-charge requires the contractor to suspend the work-for the period in excess of 30 days at any time or 60 days in aggregate, the contractor shall be entitled to apply to the Dy.Municipal Commissioner (S.W.M.Dept.) within 30 days of the resumption of the work after such suspension of payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remaining idle on site or on 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 contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer-in-charge in this regard shall be final and conclusive against the contractor.

4) In the event of :

i) Any total stoppage of work on notice from the Dy.Municipal Commissioner (S.W.M.Dept.) under sub clause (1) in that behalf.

ii) Withdrawal by the contractor from the contractual obligations to complete the remaining unexecuted work under sub clause (2) on account of continued suspension of work for a period exceeding (90) days.

iii) Curtailment in the quantity of item or items originally tendered on account of any alterations omissions or substitution as in the specifications, drawings, designs or instructions under clause 14 (i) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for items specified if the tender is more than Rs.5,000\-.

It shall be open to the contractor within (90) days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of the work or (iii) notice under clause 14 (i) resulting in such curtailment to produce to the Dy.Municipal Commissioner (S.W.M.Dept.) satisfactory documentary evidence that he had purchased or agreed to purchase material to use in the contracted work, before receipt by him of the notice of the stoppage, suspension or curtailment and require the TMC, Thane to take over on payment of such material at the rates determined by the Dy.Municipal Commissioner (S.W.M.Dept.), provided however such rates shall in no case exceeds the rates at which the same where acquired by the contractor. The TMC,

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No claim to compensation on account of loss due to delay in supply of material by TMC, Thane

Thane 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 Dy.Municipal Commissioner (S.W.M.Dept.).

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

- i) Difficulties relating to the supply of railway wagons.
- ii) Force majeure.
- iii) Act of God.
- iv) Act of enemies of the state or any other reasonable

cause beyond control of Government.

Time limit for unforeseen claims.

In case of such delay in the supply of material, the TMC, Thane shall grant such extension of time for the completion of the works as shall appear to the Dy.Municipal Commissioner (S.W.M.Dept.) to be reasonable in accordance with the circumstances of the case. The decision of the Dy.Municipal Commissioner (S.W.M.Dept.) as to the extension of time shall be accepted as final by the contractor.

Action & compensation payable in case of bad work.

CLAUSE 16 :- Under no circumstances what so ever shall be contractor be entitled to any compensation from TMC, Thane on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the case of such claim occurring.

CLAUSE 17 :- If 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 the 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 works, 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 material 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 written intimation aforesaid the contractor shall be liable to pay compensation at the rate of 1% 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 Engineer-in-charge may

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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 expenses in all respects, of the contractor. Should the Engineer-in-charge, consider that any such inferior work or materials, as described above maybe accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

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

CLAUSE 19 :- The contractor shall give not less that 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 covered up or placed beyond the reach of measurement, any work without the consent in writing of 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 expenses and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

CLAUSE 20 :- If during the period of _____ months/years from the date of completion as certified by the Engineer in pursuant of clause 7 of the contract or _____ months after commissioning the work whichever is earlier in the opinion of the Dy.Municipal Commissioner (S.W.M.Dept.), the said work is defective in any manner whatsoever the contractor shall forthwith on receipt of notice in that behalf from the Dy.Municipal Commissioner (S.W.M.Dept.) duly commence execution and completely carry out at his cost 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 Dy.Municipal Commissioner (S.W.M.Dept.). In the event of the contractor failing or neglecting to commence execution of t he said rectification work within the period prescribed therefor in the said notice and/or to com-

Work to be open inspection.
Contractor or responsible agent to be present.

Notice to be given before the work is covered up.

Contractor liable for the damage and for imperfections.

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plete the same as aforesaid as required by the said notice, the Dy.Municipal Commissioner (S.W.M.Dept.) get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to TMC, the amount of such cost,-charges and expenses sustained or incurred by the TMC, Thane of which the certificates of the Dy.Municipal Commissioner (S.W.M.Dept.) shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land and revenue and in the event of contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other right and remedies of the TMC, Thane the same maybe recovered from the Contractor as the arrears of land revenue. The TMC, Thane shall also be entitled to deduct the same from any account which may then be payable or which may thereafter become payable by the TMC, Thane to the contractor either in respect of the said work or any other whatsoever or from the amount of security deposit retained by TMC, Thane.

Contractor to supply plant, ladder, scaffolding, etc. Contractor liable for damages arising from non provision of lights, fencing, etc.

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

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List of machinery in contractor's possession and which they propose to use on the works should be Submitted alone, with the tender.

CLAUSE 21(A) :-The contractor shall provide suitable scaffolds and working platforms, gangway and stairways and shall comply with the following regulations in connection herewith.

- a) Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from a ladder or by other means.
- b) A scaffold cannot be constructed, taken down or substantially altered except
 - i) under the supervision of competent and responsible person and
 - ii) as far as possible by competent workers possessing adequate experience in this kind of work.
- c) All scaffolds and appliances connected therewith and all ladders shall:
 - i) be of sound material
 - ii) be of the 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 overloaded and so far as practicable the load shall be evenly distributed.
- f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
- g) Scaffolds shall be periodically inspected by a competent person.
- h) Before allowing a scaffold to be used by his workmen, the contractor shall, whether the scaffolds has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.
- i) Working platforms, gangways and stairways shall :
 - i) be so constructed that no part thereof can sag unduly or un-equally.
 - ii) to be constructed and maintained having regard to the pre-

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vailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and

iii) be kept free from any unnecessary obstruction.

j) In the case of working platform and gangways working places and stairways at height exceeding 3 meters (to be specified)

i) every working platform and every working gangway shall be closely boarded unless other adequate measures are taken to ensure safety.

ii) every working platform and gangway shall have adequate width and,

iii) every working platform, gangway, working place and stair-way shall suitably fenced.

k) Every opening in the floor of building or in working platform shall except for the time and to the extent required to allow the access of persons or the transport or shifting of materials, be provided with suitable means to prevent the fall of persons or materials.

l) When persons are employed on roof where there is danger of falling from the height exceeding two meters (to be prescribed) suitable precaution shall be taken to prevent the fall of persons or materials.

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

n) Safe means of access shall be provided to all working platforms and other working places.

o) The contractor(s) will have to make payments to the labours as per minimum Wages Act.

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

a) Hoisting machine and tackle, including their attachments, anchor-ages and support shall :

i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and

ii) be kept in good repair and in good working order.

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

c) Hoisting machines and tackle shall be examined and adequately

tested after erection on the site and before use and re-examined in position at intervals to be prescribed by the TMC, Thane.

- d) Every chain, ring, hook shackle, swivel and pulley block used in hoisting and lowering materials or as a means of suspension shall be periodically examined.
- e) Every crane driver or hoisting appliance operator shall be properly qualified.
- f) No person who is below the age of 21 years shall be in control of any hoisting machine including any scaffold which, or give signals to any 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 of suspension the safe working load shall be ascertained by adequate means.
- h) Every hoisting machine and all gears referred to, in the preceding regulation shall be plainly marked with the safe working load.
- i) In case of hoisting machine having a variable safe working loads, each safe working load and the conditions under which it is applicable shall be clearly indicated.
- j) No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- k) Motors, gearing transmission, 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 minimum the risk of the accidental decent of the load.
- m) Adequate precautions shall be taken to reduce to minimum the risk of any part of suspended load becoming accidentally displaced.

Measures for prevention of fire.

CLAUSE 22 :- The contractor shall not set fire to any standing, jungle, trees, brush wood or grass without a written permit from the Dy.Municipal Commissioner (S.W.M.Dept.). When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire the contractor shall take necessity measures to prevent such fire spreading to or otherwise damaging, surrounding property. The

contractor shall make his own arrangement for drinking water for the labour employed for him.

Liability of Contractor for any damage done in outside the work area.

CLAUSE 23 :- Compensation for all damages done intentionally or unintentionally by contractor's labours whether in or beyond the limits of TMC, Thane property including any damage caused by the spreading or fire mentioned in clause 22 shall be estimated by Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Dy.Municipal Commissioner (S.W.M.Dept.) from any sums that may be due or become due from TMC, Thane to contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damages and costs that may be awarded by the court in consequence.

Employment of female labour

CLAUSE 24 :- The employment of female labours on works in the neighborhood of soldier's barracks should be avoided as far as possible.

CLAUSE 25 :- No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.

Work on Sunday
Work not to be sublet,
Contract may be rescinded & security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

CLAUSE 26 :- The contract shall not be assigned or sublet without the written approval of the Dy.Municipal Commissioner (S.W.M.Dept.). And if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors or attempt to do so, the Engineer-in-charge may, by notice in writing rescind the contract. Also if any bribe, gratuity, gift, loan prerequisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor, or any of his servants or agents to any public officer or person in the employment of the TMC, Thane 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 contract the Engineer-in-charge maybe notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of TMC, Thane, and same consequences shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be

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entitled to recover or be paid for any work therefore 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 reasonable compensation to be applied to use of TMC, Thane without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

CLAUSE 28 :- In the case of tender by partners, any changes in the constitution of firm. shall be 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 respects of the Dy.Municipal Commissioner (S.W.M.Dept.) of the TMC, Thane for the time being, who shall be entitled to direct at what points and in what manner they are to be commenced and from time to time carried on.

CLAUSE 30 1. :- Except where otherwise specified in contract, the decision of the Dy.Municipal Commissioner (S.W.M.Dept.) for the time being shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used on the work, or as to any other question, claim, right matter, or thing, whatsoever, if any way arising out of, relating to the contract, designs, drawings, specifications estimates, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

2. The contractor may, with-in thirty days of receipt of him by any order passed by the DY.MUNICIPAL COMMISSIONER (S.W.M.DEPT.) / City / Executive Engineer of the TMC, Thane as aforesaid, appeal against it to tile Municipal Commissioner concerned with the contract, work or project provided thata) The accepted value of the contract exceeds Rs. 10 Lakhs (Rupees Ten Lakhs Only)

b) Amount of claim is not less than Rs. 1 Lakh (Rupees One Lakh)

CLAUSE 31 :- The contractor shall obtain from the TMC, Thane all stores and articles of European and American manufacturer which may be required for work, or any part thereof or in making up any articles required thereof in connection therewith unless he has obtained permission in writing from the DY.MUNICIPAL COMMISSIONER (S.W.M.DEPT.) / Engineer-in-charge to obtain such store articles elsewhere. The value of such stores and articles as may be supplied to contractor by. the DY.MUNICIPAL COMMISSIONER (S.W.M.DEPT.) / Engineer-in-charge will be debited to the contractor in his account at the rates shown in

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

Changes in the constitution of the firm to be notified.

Direction & control of the Medical Officer of Health.

Direction & control of the Medical Officer of Health. Stores of European or American manufacture to be obtained from the TMC, Thane.

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 the cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever, which shall have to be incurred in obtaining delivery of the same at the stores aforesaid.

Lumpsums in estimates.

CLAUSE 32 :- When the estimates on which a tender is made includes lump sum in respect of part of the work, the contractor shall be entitled to payment in respect of items of work involved or the part of the work in question at same rates as are payable under this contract for such items, or of the part of the work in question is not in opinion of the

Actions where no specifications.

Dy.Municipal Commissioner (S.W.M.Dept.) capable of measurement, the DY.MUNICIPAL COMMISSIONER (S.W.M.DEPT.) / Engineer-incharge 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 provision of this clause.

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

Definition of work.

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

Contractor's % weather applied to net or gross amount of bill.

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

Quarry fees and royalties.

CLAUSE 36 :- All quarry fees, royalties, octroi dues and ground rent for stacking materials, if any should be paid by the contractor.

Compensation under Workman's Compensation Act.

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 and paid by TMC, Thane as principal under sub-section (i) of section- 12 of the said act, on behalf of the contractor, this shall be recoverable by the TMC, Thane from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause (1) above.

CLAUSE 37(A) :- The contractor shall be responsible for and shall pay

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the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by TMC, Thane the same shall be recoverable from the Contractor forthwith and deducted without prejudice to any other remedy of TMC, Thane from any amount due or that may become due to the contractor.

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

- a) The worker shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to insure proper use of the equipment by those concerned.
- b) When work is carried on in proximity to any place where there is a risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
- c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during, the course of the work.

CLAUSE 37(C) :- The contractor shall duly comply with the provisions of "THE APPRENTICES ACT, 1961" (III of 1961), the rules made thereunder and the orders that may be issued from time to time under the said act and the said rules and on the failure or neglect to do so lie shall be subjected to all the liabilities and penalties provided by the said act and the said rules.

Claim for quantities entered in the tender or estimates.

CLAUSE 38 1) :- Quantities in respect of the several items shown in the tender are approximate, and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications, prescribing different percentage of permissible variations, the quantity of the item does not exceed the tender quantity beyond this limit, at the rate of the item specified in the tender, is not more than Rs.5,000/-.

2) The contractor shall, if ordered in writing by the Dy.Municipal Commissioner (S.W.M.Dept.) so to do, also carry out any quantities in excess of the limit mentioned in sub-clause (1) hereof on the same conditions as and in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the absence of such rates, (ii) at the rate prevailing in the market, the said rates being increased or decreased as the case may be by the percentage which the total tendered amount upon the schedule of rates applicable to the year in which the tender were invited. For purpose of operation of this clause, this cost shall be taken to be Rs.

(In words Rs. Only).

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- 3) Claims arising, out of reduction in the tendered quantity; of any item beyond 25% will be governed by the provisions of clause 15 only when the amount of such reduction beyond 25% it the rate of item specified in the tender is more than Rs.5,000\-. (The clause is not applicable to extra items)
- Employment of fam-
ine labour, etc.
- 4) The Clause is not applicable to extra items.
- 5) There is no change in the rate if the excess is more than 25% of the tendered quantity, but the value of the excess work at the tendered rates does not exceed Rs.5,000\-.
Claim for compensa-
tion for delay in
starting the work.
- CLAIM 39 :- The contractor shall employ any famine, convict or other labour of particular kind or class if ordered in writing to do so by the Engineer-in-charge
- CLAIM 40 :- No compensation shall be allowed for any delay caused in the starting of the work, on account of any acquisition of land or in the case of the clearance works, on account of any delay in according sanction to estimates.
Claim for compensa-
tion for delay in ex-
ecution of work.
- CLAIM 41 :- No compensation shall be allowed for any delay in execution of work on account of water standing in borrow pits or compart-ments. The rates are inclusive of hard or cracked soil excavation in mud, sub-soil water or water standing in borrow pits and no claim for extra rates shall be entertained, unless otherwise expressly specified.
Entering upon or
commencing any
portion of work.
- CLAIM 42 :- The contractor shall not enter upon or commence any portion of work except with the written authority and instruction of the Engineer-in-charge or of his subordinate in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurement of or payment of work.
Minimum age of per-
sons employed, the
employment donkeys
and/or other animals
and the payment of
fair wages.
- CLAIM 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 breching of string or thin rope. The breaching must be at least 3 inches wide and should be of tape (Nawar.)
iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
iv) The Engineer-in-charge or his agent is authorised to remove from the work any person or animal found which does not satisfy these conditions and no responsibility shall be accepted by the TMC, Thane for any delay caused in the completion of 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 ground, that the wages paid are not fair and reasonable the dispute shall be re-

ferred without delay to the Dy.Municipal Commissioner (S.W.M.Dept.) 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 condition in the contract regarding the payment to be made by TMC, Thane at the sanctioned tender rates.

vi) The contractor shall provide drinking water facility to the workers. Similar amenities shall be provided to the workers engaged on large works in urban areas.

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

CLAUSE 44 :- Payment to contractors shall be made by cheques drawn on any Bank within the TMC limits convenient to them, provided the amount exceeds Rs. 100/- Amounts not exceeding Rs. 100\/- will be paid in cash.

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 16 km. of the work in contractor shall employ upon such parts of the work, as are suitable for unskilled labour any person certified to him by the Dy.Municipal Commissioner (S.W.M.Dept.) or by any person to whom the Dy.Municipal Commissioner (S.W.M.Dept.) may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below minimum which Government have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Dy.Municipal Commissioner (S.W.M.Dept.) whose decision shall be final and binding on the contractor.

CLAUSE 47 :- The price quoted by the contractor shall not in any case exceed the control price if any fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description of goods the controlled price permissible under the provisions of Hoarding and Profiteering Ordinance, 1943, as amended from time to time. If the price quoted exceeds the controlled price of the price permissible under Hoarding and Profiteering Preventions Ordinance the contractor shall specifically mention this fact in his tender along with reasons for quoting such higher price. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to confirm with the controlled price permissible under the hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may betaken against the contractor.

CLAUSE 47 (A) :-“The tendered rates shall be inclusive of all taxes, and shall also be inclusive of the tax leviable in respect of works contract under the provision of the Maharashtra Sales Tax on transfer of property or goods

Method of payment.

Acceptance of conditions compulsory before tendering for work.

Employment of scarcity labour.

Maharashtra Act XIX of 1985, clause regarding turnover tax, vide P.W.D. Circular No. CAT - 1086/CR - 330. Bldg.2 dt. 10/6/1987.

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FORM NO. II

List of machinery immediately available with the tenderer for use on this work.

Sr.No.	Name of Equipment	No. of units	Kind and make	capacity	Age and condition	Present Location	Remarks

FORM NO.III

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

Sr.No.	Name of Work	Place and work awarding agency	Cost of Work	Date of completion

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FORM NO.IV

Details of technical personnel with the tenderer

Name of tenderer:

Sr.No.	Name of person	Qualifications	Whether working in field or in office	Mode of Employment & experience	Period of which the persons working with the tender	Remarks

SCHEDULE 'A'

Schedule showing (approximately) the materials to be supplied from the Departmental stores for the works contracted to and ancillary works to be executed and the rates at which they are to be charged for.

Particulars	Quantity	Unit	Rate at which the material will be charged to the contractor		Place of delivery
			In figures	In words	
N. A.					

Note :

1. The person or firm submitting the tender should see that the rate in the above schedule are filled up by the Engineer-in-charge on issue of the form prior to the submission of the tender.
2. The contractor should furnish the account of all materials before placing demand for further material and furnish full account of all the materials to the TMC, Thane. If any material remains unused with the contractor, he should return the same to the TMC, Thane. In the event of non-return of such material, recovery at penal rate of twice the issued rate with S.T. & G.T. will have to be affected from the contractor.
3. Wastage of steel to be entirely by the contractor.

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CONDITIONS FOR MATERIALS ISSUED UNDER SCHEDULE 'A'

The issue of the materials by the TMC, Thane under Schedule 'A' of this contract will be subject to entirely to the following conditions :-

1. All the materials shall be made available for delivery on working days only during working hours, to be arranged mutually by the Contractor between himself and the storekeeper or the Sub-divisional officer, whosoever shall issued the same. The material shall be made available at the place of delivery mentioned in Schedule 'A' of the tender.
2. The contractor shall submit periodically as well as on the completion of the work, an account of all materials issued to him in a manner as directed by the Engineer-in-charge. The Contractor shall also furnish an account of previous materials issued, before placing demand for further materials. In addition, a separate register shall be maintained on site for recording daily itemwise cement consumption of cement issued to them and also itemwise consumption of other materials issued under Schedule 'A' as directed. This shall be signed daily by Contractor or his representative and representative of Engineer-in-charge.
3. The quantities in Schedule 'A' are approximate and may vary according to actual and bonafide use as certified by Engineer-in-charge.
4. All the materials mentioned in Schedule 'A' required for the work shall be taken from the TMC, Thane only. The materials from other source in lieu of the materials in Schedule 'A' shall not be allowed except under written permission from the DMC, S.W.M. In such case, certificate for its quality shall be produced by the Contractor and samples of such materials shall be tested from any Government Laboratory by the Contractor at his own cost and test results to be supplied to the TMC, Thane. The materials not conforming to the required standard shall be removed at once from the site of the work by the Contractor at his own cost.
5. The rates mentioned in Schedule 'A' are inclusive of sales tax and storage charges.
6. After issue of any material for use on bonafide TMC, Thane work to Contractor if the Engineer-in-charge ascertains on any particular date that the portion of such supplies comes to surplus to the requirement of the work, the date of ascertainment will be taken as the date for sale for the purpose of payment of sales tax on such portion and recovered from the Contractor as per rules.
7. The Contractor shall construct shed/sheds as per direction of the Engineer-in-charge of the work for storing the materials issued to him by this Department and provide double locking arrangements, but of which one key shall be with incharge or TMC, Thane person, and materials shall be taken for use in presence of the TMC, Thane persons only.
8. The Contractor shall make his own arrangement for the safe custody of the materials which are supplied to him by the TMC, Thane.
9. The Contractor shall not use cement and other materials under Schedule 'A' in items other than as per this tender except for such ancillary small items as are connected with and absolutely necessary for execution of this work as may be decided by the Engineer-in-charge.
10. All steel issued under Schedule 'A' which remains surplus with the Contractor after use in the work, shall be returned to the TMC, Thane. Generally, only full length bars in length supplied by the TMC, Thane shall be taken by the TMC, Thane. However, the Engineer-in-charge may at his discretion, take back bars of particular diameter in any other lengths approved by him, if same are required for use in TMC, Thane work. The rates for repayment of the surplus acceptable materials required by the Contractor at the godown of issue, shall be at the prevailing market rates or the rates charged to the contractor, excluding the elements of the storage charges or the issued rates excluding the element of storage charges at the time of return, whichever is lower. The quantity of such surplus steel which is not acceptable to the department may be disposed off by the contractor, in any manner he likes and the cost thereof shall

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entirely be borne by the Contractor. However, in cases in which the materials issued to a Contractor become surplus owing to change in the design of the work after the materials were issued to the Contractor, the materials should be taken back from the Contractor at the same rate at which they were supplied to him by the TMC, Thane provided, the materials at the time taking over, were not actually needed and are serviceable.

11. Mild steel/tor steel shall be issued to the Contractor on actual weightment. However, for the purpose of payment, the weight of steel bars used on the work shall be calculated on the basis of standard weight per unit length vide table in B 10, 13 of Standard Specification Book 1972 edition by B and C Department. Hence, claims on account of difference in actual weight and calculated on the basis of standard weight per unit length shall not be entertained No extra payment for straightening the bars will be made.
12. The Contractor shall make his own arrangement for securing structural steel such as square bars, flats, rolled steel joists, angles, iron plates, etc. The department is neither responsible for securing permit nor to supply required structural steel. However, necessary certificate to the effect that the material is required for the said bonafide TMC, Thane work, will be issued if required.
13. The charges for conveyance of materials from the place of delivery to the site of work and the actual spot on work site shall be entirely borne by the Contractor. No claims on this account shall be entertained.
14. If surplus materials after completion of the work are not returned by the Contractor, recovery of such materials at the penal rate of twice the issue rate of these materials shall be made from the Contractor. Sales Tax and General Tax on the cost of surplus materials which are not returned, shall also be recovered by from the Contractor as decided by the Engineer-in-charge. However, it is clear that if any surplus material returned is in unserviceable or in damaged conditions, the same will not be accepted. In such a case the cost will be recovered from the Contractor as stated above in the clause.
15. Empty asphalt drums will have to be returned to the Department. In case of non-return of empty asphalt drums recovery at Rs. _____ per drum will be charged to the Contractor.
16. The person/firms submitting the tenders should see that the rates in the above Schedule 'A' are filled up by the Engineer-in-charge of the work on the issue of the form prior to the submission of the tender.
17. The TMC, Thane shall not be responsible for the loss in cement during transit from the TMC, Thane stores to work site. Cement so delivered to the Contractor at the TMC, Thane stores shall mean 50kg/bag by weight. The rate quoted should correspond to this method of reckoning. The correction will have to be done by weight basis. While mixing, if cement found short in a bag, it will have to be made good by the Contractor for which additional cement would be supplied by the TMC, Thane at issue rate in Schedule 'A' item or percentage rate quoted for should reckon this.
18. For the purpose of issue rate, the area of A.C. sheets and ridges shall be the actual gross size before laying in the roof and each dimension shall be measured at straight line in plain (neglecting extra length due to corrugations, etc.)
19. The Contractor shall furnish unstamped receipts for all material issued under Schedule 'A'.
20. The Contractor shall furnish the account of steel, cement etc. issued to him at each time before placing an indent for further supply. Also he should submit on completion of the work final account of all the materials supplied to him by the TMC, Thane. This account will be scrutinised by the Engineer-in-charge, and if any extra use is found, shortages are seen and any quantity of material remained unaccounted for, recovery at penal rates will be effected for such quantities as mentioned in Clause 14 above.
21. A separate register shall be maintained on site for recording detailed itemwise cement and steel consumption on the work. This register shall be signed by the Contractor or his authorised representative and got signed from the representative of the Engineer-in-charge.

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Accompaniment to the Govt. Resolution PWD No. BDG. 1091/CR-172/Bldg. - 2, Dated 10/01/1992

PRICE VARIATION CLAUSE

Not Applicable for works costings less than Rs. 5 lakhs

1. If during the Operative Period of the contract as defined in condition (i) below, there shall be any variation in the Consumer Price Index (New Series) for industrial workers for _____ centre as per the Labour Gazettee published by the Commissioner of Labour, Government of Maharashtra and/or in the wholesale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government of India, as compared to the respective figure therefor, on the date 30 days before the last date prescribed for receipt of tender and/or in the prices of Petrol, Oil and lubricants, then, subject to other conditions mentioned below, price adjustment on account of (i) Labour component (ii) Material component, and (iii) POL components, which respectively are _____ % _____ % of the total cost of work put to tender, calculated as per the formula herein after appearing, shall be made (Total of all these three components will be 100).

A) FORMULA FOR LABOUR COMPONENT :

$$V_1 = 0.85 (P - \text{Cost Schedule 'A' Materials used.}) \times [(K_1/100) \times (C_1 - C_0) / C_0]$$

Where =

N. A.

V_1 = Amount of price variation in Rupees to be allowed.

P = Cost of work done during the period under consideration.

K_1 = Percentage of Labour Component as indicated above.

C_0 = Basic Consumer Price Index for _____ Centre ascertained as above on the date of 30 days preceding the last date prescribed for receipt of tender.

C_1 = Average Consumer Price Index for Centre ascertained as above during the period under consideration.

B) FORMULA FOR MATERIALS COMPONENT :

$$V_1 = 0.85 (P - \text{Cost Schedule 'A' Materials used.}) \times [(K_2/100) \times (I_1 - I_0) / I_0]$$

Where =

V_2 = Amount of price variation in Rupees to be allowed.

P = Cost of work done during the period under consideration.

K_2 = Percentage of Material Component as indicated above.

I_0 = Basic Wholesale Price Index ascertained as above on the date of 30 days preceding the last date prescribed for receipt of tender.

I_1 = Average Wholesale Price Index ascertained as above during the period under consideration.

C) FORMULA FOR PETROL, OIL, LUBRICANT COMPONENT :

$$V_3 = 0.85 (P - \text{Cost Schedule 'A' Materials used.}) \times [(K_3/100) \times (P_1 - P_0) / P_0]$$

Where =

V_3 = Amount of price variation in Rupees to be allowed.

P = Cost of work done during the period under consideration.

K_3 = Percentage of Petrol, Oil and Lubricant Component.

P_1 = Average price of H.S.D. for _____ during the period under consideration.

P_0 = Average price of H.S.D. for _____ on the date 30 days preceding the last date prescribed for receipt of tender.

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(II) Condition referred to in Paragraphs - I

i) The operation Period of the contract shall mean the period commencing from the date of the work order issued to the Contractor and ending on the date when the time allowed for the work specified in the Memorandum under Tender for works expires, taking into consideration the extension of time, if any, for completion of the work granted by Engineer-in-charge under relevant clause of the conditions of contract in cases other than those where such extension is necessitated on account of default of the contractor. The decision of the Engineer-in-charge as regards the Operative Period of the contract shall be final and binding on the contractor. Where compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract provision the escalation amount for the balance work from the date of levy of such compensation shall be worked out by pegging the indices C1, I1, and P1 to levels corresponding to the date from which compensation is levied.

ii) This Price Variation clause shall be applicable to all contracts in B-1, B-2 and C forms but shall not apply for piece works.

N. A.

iii) Price variation shall be calculated, in accordance with the formulas mentioned above, separately for labour, material and POL components.

iv) The price variation under this clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities payable under the provisions of clause 38/37 of the contract form B1/B2 respectively, since rates payable for the extra items or the extra quantities under Clause 38/37 are to be fixed as per the current DSR or as mutually agreed subject to yearly revision till completion of such work. In other words, when the completion or execution of extra items as well as extra quantities under Clause 38/37 of the contract form B-1/B-2 extends beyond the Operative date of the then DSR The rates payable for the same beyond that date shall be revised with reference to the next current D.S.R. prevalent at the time, on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the contract, whichever is less.

v) This clause is operative both ways, i.e., if price variation in the said Whole sale Price Index (New series) or price of HSD for Mumbai is on the plus side, payment on account of the price variation shall be allowed to the Contractor and if it is on the negative side, the Government shall be entitled to recover the same from the contractor and the amount shall be deductible from the Contractor's bill for the respective period in which there are fluctuations.

ADDITIONAL GENERAL CONDITIONS AND SPECIFICATION

INDEX

SR. NO.	DESCRIPTION
1.	General
2.	Contractor to study site conditions
3.	Declaration of contractor
4.	Indemnity
5.	Definitions
6.	Errors, omissions and discrepancies
7.	Working methods and progress schedule
8.	Agent and work order book
9.	Co-ordination.
10.	Assistance in procuring priorities/permits etc.
11.	Quarries
12.	Site Office
13.	Treasure-Trove
14.	Explosive
15.	Damage by flood or accident
16.	Police Protection
17.	Traffic regulation
18.	Inspection and supervision
19.	Intial measurements
20.	Samples and testing of materials
21.	Change in cement contents etc.
22.	Miscellaneous
23.	Medical and sanitary arrangement for labour
24.	Safety Code
25.	Scope of rates for different items of works
26.	Payments
27.	Handing over of work

1. GENERAL

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

2. CONTRACTOR TO STUDY SITE CONDITIONS

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

If he shall have any doubt as to the meaning of any portions of these general conditions, or the special condition or the scope of work or the specifications and drawings, or any other matter concerning the contract, he shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the Dy.Municipal Commissioner (S.W.M.Dept.), in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

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3. DECLARATION OF THE CONTRACTOR

The contractor should sign the declaration form on Page No. 11.

4. INDEMNITY

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

5. DEFINITIONS

Unless excluded by or repugnant to the context.

- a) The expression " Government" as used in the tender papers shall mean the Government of Maharashtra.
- b) The expression " Dy.Municipal Commissioner (S.W.M.Dept.)" as used anywhere in the tender papers shall mean Dy.Municipal Commissioner (S.W.M.Dept.) of the Thane Municipal Corporation, Thane who is designated as such.
- c) The expression " Dy.Municipal Commissioner (S.W.M.Dept.)" or "Engineer-in-charge" as used in the tender papers shall mean shall mean the Dy.Municipal Commissioner (S.W.M.Dept.)-in-charge of the work for time being.
- d) The expression " Contractor " used in the tender papers shall mean the successful tenderer whose tender has been accepted, and who has been authorised to proceed with the work.
- e) The expression " Contract" as used in the tender papers shall mean the deed of contract together with its original accompaniments and those latter incorporated in it by mutual consent.
- f) The expression " Plant" as used in the tender papers shall mean every temporary and necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in, altered, modified, substituted and additional work ordered in the time and the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used thereof.
- g) "Drawings" shall mean the drawing referred to in the specifications and any modifications of such drawings in writing by Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- h) "Engineer's representative" shall mean an assistant of the Engineer notified in writing to the Contractor by the Engineer.
- i) The " Site" shall mean the lands and/or other places, on under, in or through which the work is to be executed under the contract including any other lands or places which may be designated by TMC, Thane or used for the purpose of contract.
- j) The "Work" shall mean the work to be executed in accordance with the Contract or part (s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the Contract.
- k) The "Contract Sum" shall mean the sum for which the tender is accepted.
- l) The "Accepting Authority" shall mean the officer competent to accept the tender.
- m) The "Day" shall mean the day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.
- n) "Temporary works" shall mean all temporary works of every kind required in or about the execution, completion, or maintenance of the works.
- o) "Urgent works" shall mean any measure which, in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.

6. ERRORS, OMISSIONS AND DISCREPANCIES

- a) In case of errors, omissions, and/or disagreement between written and scaled dimensions on the drawing

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or between drawings and specifications etc. the following order of preference shall apply.

- i) Between actual and scaled dimensions or descriptions on drawing the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawing and corresponding one in the specifications, the latter shall apply.
- iii) Between the quantities shown in schedule of the quantities and those arrived at from the drawings, the latter shall be preferred.
- iv) Between the written description of the item in the schedule of quantities and the detailed description in the specifications of the same items, the latter shall be adopted.

b) In case of discrepancy between percentage rates quoted in figures and words, the lowest of the two will be considered for acceptance of tender.

c) In all cases of omissions and/or doubts or discrepancies in the dimensions or description of any item or specifications, a reference shall be made to the Dy.Municipal Commissioner (S.W.M.Dept.), TMC, Thane, whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

d) The special provision in detailed specifications and wording of any item shall gain precedence over corresponding contradictory provision (if any) in the Standard Specifications of TMC. Thane, Department Hand Book where reference to such specifications is given without reproducing the details in the contract.

7. WORKING METHODS AND PROGRESS SCHEDULE :

7.1 PROGRAMME OF WORK

The work is required to be completed within a period of _____ months (including the monsoon period). The tentative programme may be as per the Barchart on Page No. _____

7.2 a) METHODOLOGY OF CONSTRUCTION AND CONSTRUCTION EQUIPMENTS

Contractor shall furnish atleast 15 days in advance his programme of commencement of item of work, the details of actual methods that would be adopted by the Contractor for the execution of various items of work such as well sinking, cast-in-situ, super-structure for Bridge work and Earthwork, W.B.M., Black topping items etc. for Road works supported by necessary detailed drawing and sketches including those of the Plant and Machinery that would be used, their locations, arrangement for conveying and handling materials etc. and obtain prior approval of Engineer -in-charge well in advance of starting of such item of work. The Engineer-in-charge reserves the right to suggest modifications or make complete changes in the method proposed by the Contractor, whether accepted previously or not any stage of the work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the Contractor, and no claim on account of such change in method of execution will be entertained by TMC, Thane so long as specifications of the item remain unaltered. The sole responsibility for the safety and adequacy of the methods adopted by the Contractor, will however, rest on the Contractor, irrespective of any approval given by the Dy.Municipal Commissioner (S.W.M.Dept.).

In case of slippage from the approved work programme at any stage, the Contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Dy.Municipal Commissioner (S.W.M.Dept.) to the revised programme.

b) CONSTRUCTION EQUIPMENT

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 Dy.Municipal Commissioner (S.W.M.Dept.) 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 personnel will be removed from site without permission of the Dy.Municipal Commissioner (S.W.M.Dept.).

c) PROGRESS SCHEDULE

The Contractor shall furnish within the period of one month of the order to start the work, the programme of work in CPM/PERT charts in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating

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dates of procurement and setting up of materials, and plant and machinery. The schedule is to be such as is practicable of achievement towards the completion of whole work in the time limit, the particulars items, if any, on the due dates specified in the contract and shall have the approval of the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed schedule or schedules say; week by week for any item or items, in case of urgency of work as will be directed by him and the Contractor shall supply the same as and when asked for.

The Contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress of the schedule. The working and shift hours restricted to one shift a day for operations to be done under the TMC, Thane. supervision shall be such as may be approved by the Engineer-in charge. They shall not be varied without the prior approval of the Dy.Municipal Commissioner (S.W.M.Dept.) each times, if requested by the Contractor. The Contractor shall provide necessary lighting arrangements etc. for night work as directed by Dy.Municipal Commissioner (S.W.M.Dept.) without extra cost.

Further the Contractor shall submit the progress report of work in prescribed form and charts etc. at periodical intervals, as may be specified by the Engineer in charge. Schedule shall be in the form of progress charts, form, progress statement and/or reports as may be approved by the Dy.Municipal Commissioner (S.W.M.Dept.).

The Contractor shall maintain proforma, charts, details regarding machinery, equipment, labour, materials, personnel etc. as may be specified by the Engineer and submit periodically returns thereof as may be specified by the Engineer-in-charge.

8. AGENT AND WORK ORDER BOOK

The Contractor shall himself manage the work or engage an authorised all-time agent on the work and understanding the specifications and contract conditions. A qualified and experienced, Engineer shall be provided by the Contractor as his agent for technical matters in case the Engineer-in-charge considers this is essential for the work and so directs Contractors. He will take orders as will be given by the Executive Engineer or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the Executive Engineer and his representative on the work site. The Contractor shall supply to the Engineer the details of all supervisory and other staff employed by the Contractor and notify changes when made, and satisfy the Engineer regarding the quantity and sufficiency of the staff, thus employed. The Engineer will have the unquestionable right to ask for changes in the quality and number 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 Dy.Municipal Commissioner (S.W.M.Dept.). A work order book shall be maintained on site and it shall be the property of the TMC Thane and the Contractor shall promptly sign orders given therein by the Dy.Municipal Commissioner (S.W.M.Dept.) or his representative and his superior officers and comply with them. The compliances shall be reported by the Contractor to the Dy.Municipal Commissioner (S.W.M.Dept.) in good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the TMC, Thane. free of charge for this purpose. The Contractor will be allowed to copy out instructions therein from time to time.

9. 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 and co-operation between different 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 arrangement for water, power, housing, etc. if they so desire. On the other hand the Contractors are at liberty to mutual agreement in this behalf and make joint arrangements with the approval of the Engineer. No single Contractor shall take or cause to be taken any steps or action that may cause, disruption, discontent, or disturbance of work, labour or arrangements etc. of other 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 as such.

In case of any dispute, disagreement between the Contractors, the Dy.Municipal Commissioner (S.W.M.Dept.)'s decision regarding the coordination, co-operation and facilities to be provided by any of the Contractors shall be final and binding on the Contractors concerned and such a decision or decisions shall not vitiate any Contract nor absolve the Contractor (s) of his/their obligations under the contract nor consider for the

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grant for any claim or compensation.

10. ASSISTANCE IN PROCURING PRIORITIES, PERMITS, ETC.

The Dy.Municipal Commissioner (S.W.M.Dept.), on a written request by the Contractor, will, if in his opinion, the request is reasonable and in the interest of work and its progress, assist the Contractor in securing, the priorities for deliveries transport permits for controlled materials etc. where such are needed. The TMC, Thane. will not, however, be responsible for the non-availability of such facilities or delay in this behalf and no claim on account of such failures or delay in this behalf and no claims on account of such failures or delays shall be allowed by the TMC, Thane.

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

11. QUARRIES

11.1 No quarries are available with TMC, Thane. The Contractor (s) shall have to arrange the same himself/ themselves.

11.2 Quarrying permission will have to be directly obtained by the Contractor, from the Collector of the district concerned for which purpose the department will render necessary assistance. All quarry fees, royalty charges, octroi duties, ground rent for stacking materials, etc. if any to be paid, shall be paid directly by the Contractor as per rules in force. The Contractor will however be entitled to a refund of part of such charges as are admissible under rules as mentioned else where in this contract, after obtaining a certificate from the Engineer-in-charge that the material were required for use on TMC, Thane. works.

12. TEMPORARY QUARTERS AND SITE OFFICE

12.1 The Contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangement, provide housing for them with all necessary arrangements, including fire preventing measures etc. as directed by the Engineer-in -charge.

12.2 The Contractor shall provide, furnish, maintain and remove on completion of the work, a suitable office on the work site for the use of Dy.Municipal Commissioner (S.W.M.Dept.)'s representative. The covered area exclusive of veranda should not be less than 400 ft. It may have bamboo matting walls & or asbestos or corrugated iron roof, paved floor should be 18" above ground level. He should provide a basket type latrine, urinals and keep them clean daily. This will be supposed to be included in his rate.

13. TREASURE-TROVE

In the event of discovery by the Contractor or his employees, during the progress of the work of any treasure, fossils, minerals or any other articles of value or interest, the Contractor shall give immediate intimation thereof to the Engineer and forthwith hand over to the Dy.Municipal Commissioner (S.W.M.Dept.) such treasure or things which shall be property of TMC, Thane.

14. EXPLOSIVES

The Contractors shall at his own expense construct and maintain proper magazine, if such are required for the storage of explosives for use in connection with the work and such magazine being situated, constructed and maintained in accordance with the Government Rules as applicable in that behalf. The Contractor shall at his own expense obtain such license or licenses as may be necessary for storing and using explosives. Not with standing that the location etc. or storage of explosives are approved by the Dy.Municipal Commissioner (S.W.M.Dept.), the Government, shall not be incurring any responsibility whatever in connection with storage and use of explosives on the site or any accident or occurrence whatsoever in connection, therewith, all opera-

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tions in or for which explosives are employed being at the risk of the Contractor and upon his sole responsibility and the Contractor hereby gives to TMC, Thane. an absolute indemnity in respect thereof.

15. DAMAGE BY FLOODS OR ACCIDENTS

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

16. POLICE PROTECTION

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

17. TRAFFIC REGULATION FOR ROAD WORKS

17.1 Unless Separately provided for in the Contract. the Contractor shall have to make all necessary arrangements for regulating traffic, day to night during the period of construction to the entire satisfaction of the Dy.Municipal Commissioner (S.W.M.Dept.). This includes the construction and maintenance to diversions, if necessary. The Contractor shall have to provide necessary caution boards. barricades, flags,lights and watchmen etc. so as to comply with the latest Motor Vehicles Rules and Regulation and for traffic safety and he shall be responsible for all claims from accidents which may arise due to his negligence whether in regulating the traffic or in stacking materials on the roads, or due to any other reasons.

17.2 The Contractor shall at all times carry out the work on the road in a mannerr creating least interference to the flow of traffic, while consistent with the satisfactory execution of the same. For all works involving improvements to the existing road, the Contractor shall, in accordance with the directives of the Engineer-in -charge, provide and maintain, during the execution of work a passage for traffic, either along or part of the existing carriageway under improvement or along a temporary diversion constructed close to the road.

17.3 TRAFFIC REGULATION FOR BRIDGES AND C.D. WORKS

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

Traffic safety and control shall be as per clause No. 112.4 of M.O.S.T. specifications for Roads and Bridges (2nd revision, 1990)

18. SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL

18.1 SUPERVISION

The Contractor shall either himself supervise the execution of the works or shall appoint the competent agent approved by the Engineer-in -charge, to act on his behalf. If in the opinion of the Engineer-in -charge, the contractor has himself no sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the Contractor shall at his own expenses employ as his accredited agent a qualified Engineer approved by the Engineer-in -charge.

Orders given to the Contractor's agent shall be considered to have the force as if these had been given to the Contractors himself. If the Contractor fails to appoint suitable agent as directed by the Engineer-in -charge, the Engineer-in -charge shall have full power to suspend the execution of the work until such date a suitable agent is appointed and the Contractor shall be responsible for the delay so caused to the works and the Contrac-

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tor shall not be entitled for any compensation on this behalf.

18.2 INSPECTION

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

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

19. INITIAL MNEASUREMENTS FOR RECORD

Where, for proper measurement of the work, it is necessary to have an initial set of levels or others measurements taken, the same as recorded in the authorised field book or measurement book of TMC, Thane. by the Dy.Municipal Commissioner (S.W.M.Dept.) or his authorised representative will be signed by the Contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the Contractor to get such levels etc. recorded before starting the work will render him liable to accept the decision of the Dy.Municipal Commissioner (S.W.M.Dept.) as to the basis of taking measurement. Like-wise the Contractor will not cover any work which will render its subsequent measurements difficult or impossible without first getting the same jointly measured by himself and the authorised representative of the Dy.Municipal Commissioner (S.W.M.Dept.). The record of such measurements on the TMC, Thane side will be signed by the Contractor and he will be entitled to have a true copy of the same made at his cost.

20. SAMPLES AND TESTING OF MATERIALS

20.1 All materials to be used on work shall be got approved in advance from the Engineer-in -charge and shall pass the test and/or analysis required by him which will be :

- a) As specified in the specification for the items concerned and/or
- b) I.S.I. specification (whichever and wherever applicable) or
- c) Such recognised specifications acceptable to Engineer-in -charge as equivalent thereto or in absence of such authorised specification.
- d) Such requirement test and/or analysis as may be specified by the Engineer-in -charge in order of precedence given above.

20.2 The Contractor shall at his risk and cost make all arrangements and/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 and to such place or places as may be directed by the Engineer and bear all charges and cost of testing. Such samples shall also be deposited with the Engineer-in -charge.

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

20.4 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.

20.5 The Contractor or his authorised 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 depart-

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mental laboratory in the presence or absence of the Contractor or his authorised representative will be binding on the Contractor.

20.6 The Contractors shall at his own cost set up Laboratory to carry out the routine tests of materials which are to be used on the work. The tests will have to be carried out either in his field laboratory or in an approved laboratory. In case tests are carried out in field laboratory, atleast 50% tests should be carried out in nearest quality control laboratory of the TMC, Thane.

20.7 In case of materials procured by the Contractor, testing as required by the code and specifications shall be arranged by him at his own cost. Testing shall be done in the presence of authorised representative of the Engineer-in -charge at the nearest approved laboratory. If additional testing other than as required by specification is ordered, the testing charges shall be borne by the TMC, Thane. if the test results are satisfactory and by the Contractor if the same are not satisfactory.

26. CHANGE OF CEMENT CONTENTS ETC.

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

22. MISCELLANEOUS

22.1 Rate shall be inclusive of Sales tax, General tax and other taxes, etc.

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

22.3 In case it becomes necessary for the due fulfilment of Contract for the Contractor to occupy land outside the TMC, Thane. limits, the Contractor will have to make his own arrangements with the land owners and to pay such rents if any are payable as mutually agreed between them. The TMC, Thane. will afford the Contractor all the reasonable assistance to enable him to obtain TMC, Thane. land for such purpose on usual terms and conditions as per rules of TMC, Thane. if such land is available.

22.4 The special provision in detailed specifications or wording of any item shall again precedence over corresponding contradictory provision (if any) in the standard specifications or P.W.D. Hand Book where reference to such specifications is given without reproducing the details in contract.

22.5 Suitable separating barricades and enclosures shall be provided to separate material brought by Contractor and material issued by TMC, Thane. to Contractor under Schedule 'A'. Same applies for the material obtained from different sources of supply.

22.6 The stacking and storage of construction material at the site shall be in such a manner so as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the Contractor to protect the material against atmospheric actions, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores

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or with suitable barricades and where there is likelihood of subsidence of soil, such heavy materials shall be stored on approved platforms.

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

22.8 The Contractor shall be responsible for making good the damages done to the existing property during construction by his men.

22.9 If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the Contractor with the help of the Department at his own cost.

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

22.11 In the Schedule 'B' the work has been divided into sections but notwithstanding this, every part of it shall be deemed supplementary to and complementary of every other part.

22.12 General directions or detailed description of work, materials item coverage of rate given in the specifications are not necessarily repeated in the Bill of Quantities. Reference is, however, drawn to the appropriate section clause(s) of the General Specifications in accordance with which the work is to be carried out.

22.13 In the absence of specific directions to the contrary, the rates and prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described thereunder and are to cover all labour, materials, wastage, temporary work, plant overhead charges and profits, as well as the general liabilities, obligations and risks arising out of the General Conditions of Contract.

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

22.15 All measurements will be made in accordance with the methods indicated in the specification and read in conjunction with the General Conditions of Contract.

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

22.17 The recoveries if any due from Contractor will be effected as arrears of land revenue through the Collector of the District.

22.18 Clause 101 to 107 of Specifications of Road and Bridges work adhered herewith will be applicable to works as per Schedule 'B' unless specified otherwise in the detailed specifications of the relevant items.

22.19 All materials used in the construction shall conform to the requirement of Specification Clause under section 1000 " Materials for Structures" of Specification of Road and Bridge Work, M.O.S.T. New Delhi, 1990 edition.

22.20 Extraneous materials and steps to minimise dust nuisance during construction shall be as per clause 111

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of M.O.S.T. specifications (Second Edition 1990)

PROTECTION OF UNDERGROUND TELEPHONE CABLE AND AERIAL TELEPHONE WIRES AND POLES, TRANSMISSION TOWERS, ELECTRICITY CABLES AND WATER SUPPLY LINES

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

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

- a) The Contractor shall provide an adequate supply of potable water for the use of labourers on works and in camps.
- b) The Contractor shall construct trench or semipermanent latrines for the use of the Labourers. Separate latrines shall be provided for men and women.
- c) The Contractor shall build sufficient number of huts on a suitable plot of land for use of the Labours according to the following specifications.

- 1. Huts of Bamboos and Grass may be constructed.
- 2. A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with neighbourhood of tank, jungle, grass or woods should be particularly avoided. Camps should not be established close to large cuttings of earth work.
- 3. The lines of huts shall have open spaces of at least ten yards between rows. when a good natural site cannot be procured, particular attention should be given to the drainage.
- 4. There should be no over crowding. Floor space at the rate of 30 Sq.ft. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order
- 5. The Contractor must find his own land and if he wants TMC, Thane. land, he should apply for it and pay assessment for it, if made available by TMC, Thane.
- 6. The Contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.
- 7. The Contractor shall construct sufficient arrangements for draining away the surface and sewage water as well as water from the bathing and washing places and shall dispose off this waste water in such a way as not to cause any nuisance.

- d) The Contractor shall engage a medical officer with a travelling dispensary for a camp containing 500 or more persons if there is no Government or other private dispensary situated within 8 kilometers from the camp. In case of emergency the Contractor shall arrange at his own cost for transport for quick medical help to his sick worker.
- e) The Contractor shall provide the necessary staff for effecting a satisfactory drainage system and cleanliness of the camp to the satisfaction of the Engineer. At least one sweeper per 200 persons should be engaged. f) The assistant Director of Public Health shall be consulted before opening a labour camp and his instruction on matters such as water supply, sanitary conveniences, the camp site accommodation and food supply shall be followed by the Contractor.
- g) The Contractor shall make arrangements for all antimalaria-measures to be provided for the labours employed on the work. The antimalaria measures shall be provided as directed by the Assistant Director of Public Health.

24. SAFETY CODE

Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period works as can be done safely from ladders. When ladder is used

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an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 to 4 (1 horizontal and 4 vertical).

Scaffolding or staging more than 3.25m above the ground or floors, swing or suspended from an overhead support or erected with stationary supports or shall have a guard rail properly attached, bolted, braced and otherwise assured at least 1m high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or is more than 3.25 m above ground level or floor level, it shall be closely boarded, have adequate width and suitably fenced as described in 2 above.

Every opening in floor of the building or in a working platform shall be provided with suitable protection to prevent fall of persons or materials by providing suitable fencing or railing with minimum height of 1 metre.

Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in length, width between side rails in a rung ladder shall in no case be less than 30 cms for ladders upto and including 3 m in length. For longer ladders this width shall be increased at least 6 mm for each additional 30 cms of length. Uniform step spacing shall not exceed 30 cms.

Adequate precautions shall be taken to prevent danger from electrical equipments. No materials on any of the site shall be stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to the neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, to be paid to comprise any claim by any such person.

EXCAVATION AND TRENCHING

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

DEMOLITION

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

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

All necessary personal safety equipments as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use and contractor shall take adequate step to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials cement and lime mortars concrete shall be provided with protective footwear and protective goggles.
- b) Those engaged in handling any materials which is injurious to eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eyes shields.
- d) Stone breakers shall be provided with protection goggles and protective clothing and seated at sufficiently safe intervals.

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e) When workers are employed in sewers and manholes which are in use. the contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

f) The contractor shall not employ, men below the age of 18 and women on the work of painting with products containing lead in any form wherever men above the age of 18 are employed on the work of lead painting the following precautions shall be taken.

i) No paint containing lead or lead product shall be used except in the form of paste or ready made paint.

ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

iii) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

g) When work is done near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

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

a) i) These shall be of good mechanical construction, round materials and adequate strength and free from potent defects and shall be kept in good repair and in good working order.

ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and of adequate strength and free from potent defects.

b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding.

c) In case of every hoisting machine and of every chain ring hook, shackle own and pulley block used in hoisting or lowering or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machines and all gear referred to above shall be mainly marked with safe working loads. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

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

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

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

These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible ensuring compliance with the safety code shall be named therein by the contractor.

i) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to inspection by the Engineer-in-charge or his representatives and the inspecting officers.

ii) Failure to comply with the provision hereunder shall make the Contractor liable to pay to the Department as penalty an amount not exceeding Rs.50/- for each default and decision of the Engineer-in-charge shall be final

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and binding.

Not with standing the above conditions 1 to 14 the contractor is not exempted from the operation of any other Act or rules inforce.

25. SCOPE OF RATES FOR DIFFERENT ITEMS OF WORK :

For item rate contracts, the contract unit rates for different items of work shall be payment in full for completing the work to the requirements of the specifications including full compensation for all the operations detailed in the relevant sections of these specifications under "Rates". In the absence of any directions to the contrary, the rates are to be considered as the full inclusive rate for finished work covering all labour materials, wastage, temporary work, plant, equipment, overhead charges and profit as well as the general liabilities, obligations and risks arising out of the General Conditions of Contract.

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

- i) General works such as setting out, clearance of site before setting out and clearance of works after completion.
- ii) A detailed programme for the construction and completion of works (using CPM,/PERT techniques) giving, in addition to construction activities, detailed network activates for the submission and approval of materials, procurement of critical materials and equipment, fabrication of special products/ equipments and their installations and testing and for all activities of the employer that are likely to effect the progress of the work, etc. including updating of all such activities on the basis of the decisions taken at the periodic site review meeting or as directed by the Engineers;
- iii) Samples of various materials proposed to be used on the work for conducting tests thereon as required as per the provisions of the contract.
- iv) Design of mixes as per relevant clauses of the specifications giving proportions of ingredients, sources of aggregates and binder along with accompanying trial mixes as per the relevant clauses of these specifications to be submitted to the Engineer for his approval before use of the works;
- v) Detailed design calculations and drawings for all temporary works (such as formwork, staging, centering, specialised constructional handling and launching equipment and the like);
- vi) Detailed drawing for templates, support and end anchorage, details for prestressing cable profiles, barbending and cutting schedules for reinforcement, material for fabrication of structural steel etc.
- vii) Mill test reports for all mild and high tensile steel and cast steel as per the relevant provisions of the specifications;
- viii) Testing of various finished items and materials including bitumen, cement, concrete bearings as required under these specifications and furnishing test reports/certificates.
- ix) Inspections Reports in respect of formwork, staging, reinforcement and other items of work as per the relevant specifications;
- x) Any other data which may be required as per these specifications or the conditions of contract or any other annexures/schedules forming part of the contract.
- xi) Any other item of work which is not specifically provided in the Bill of Quantities but which is necessary for complying with the provisions of the contract; and
- xii) All temporary works, formwork and false works.

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

26. PAYMENTS

a) Running Bills :

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

b) Final Bill :

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The contractor should submit final bill within one month after completion of the work and the same will be paid within 3 months if it is in order. Disputed item and claims if any shall be excluded from the final bill and settled separately later on.

26. HANDING OVER OF WORK

All the work and materials before finally taken over by TMC, Thane.. will be the entire liability of the Contractor for guarding, maintaining and making good any magnitude. Interim payments made for such work will not alter this position. The handing over by the Contractor and taking over by the Dy.Municipal Commissioner (S.W.M.Dept.) or his authorised representative will be always in writing of which copies will go to the Dy.Municipal Commissioner (S.W.M.Dept.) or his authorized representative and the contractor, it is. however understood that before taking over such work TMC, Thane. will not put into regular use as distinct from casual or incidental one. except as specifically mentioned elsewhere in this contract, or as mutually agreed to.

ADDITIONAL SPECIAL CONDITIONS FOR HOTMIX ASPHALTIC WORKS

i) Clause No. 106 of Ministry's Specification (2nd Revision) :-

This clause stipulates certain conditions relating to choice and use of equipment which have relevance to production of quality work, These are :

- a) The Contractor shall be required to give a trial run of the equipment for establishing capability to achieve the laid down specifications and tolerances to the satisfaction of the Dy.Municipal Commissioner (S.W.M.Dept.) before commencement of work.
- b) All equipment provided should be of proven efficiency and shall be operated and maintained at all times in a manner acceptable to the Engineer.
- c) No equipment and personnel will be removed from the site without the permission of the Engineer.

i) Clause No. 901 of Ministry's Specification (2nd Revision) :-

- a) The responsibility for the quality of the entire construction work is on the contractor. For this purpose he is required to have his own independent and adequate set-up.
- b) The Dy.Municipal Commissioner (S.W.M.Dept.) for satisfying himself about the quality of the materials and work will also have tests conducted by quality controlled units or by any other agency, generally to the frequency set out in the specifications. For test to be done by the Dy.Municipal Commissioner (S.W.M.Dept.), the contractor is to render all necessary co-operation and assistance including the provision of labour assistance in packing and despatching samples, etc.
- c) For the work of embankment, subgrade and pavement, construction of the subsequent layer of the same or other material over the finished layer shall be done only after obtaining approval from the Dy.Municipal Commissioner (S.W.M.Dept.).
- d) The contractor shall be responsible for rectifying/replacing any work falling short of quality requirements as directed by the Dy.Municipal Commissioner (S.W.M.Dept.).

ii) Clauses in the conditions of contract

- a) All materials and workmanship shall be of the respective type described in the contract and in accordance with the Dy.Municipal Commissioner (S.W.M.Dept.)'s instructions and shall be subjected from time to time to such tests as the Engineer may direct at the palce of manufacturer or fabrication, or on the site. All samples shall be supplied by the contractor.
- b) No work is to be covered up or put of view without the approval of the Dy.Municipal Commissioner (S.W.M.Dept.) for his examination and measurements.
- c) During the progress of the works, the Dy.Municipal Commissioner (S.W.M.Dept.) shall have the power to order the removal from the site of any unsuitable material, substitution of proper and suitable material and the removal and proper re-erection not withstanding any previous test or interim payment, therefor, and of any work which in respect of materials or workmanship is not in the opinion of the Dy.Municipal Commissioner (S.W.M.Dept.) in accordance with the contract.

2. Guidelines on Quality control operations

The onus of achieving quality of work will be on the contractor who will take actions as stipulated in section

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900 of Ministry Specifications for Road and Bridge works (2nd Revision, 1990).

Ministry's Specifications for Road and Bridge works (2nd Revision 1990).

Ministry's Specifications for Road and Bridge works (2nd Revision, 1990) will form part of contract documents and the contractor will be legally bound to the various stipulations made therein unless and otherwise specifically relaxed or waived wholly or partly through a special clause in the contract document.

Contractor's Facilities

According to the contract (see para 1.3 above) the contractor is responsible for the quality of the entire construction work, and for this purpose he is required to have his own independent and adequate set up. To meet this requirement :-

- a) The contractor shall set up his own laboratory at location(s) approved by the Dy.Municipal Commissioner (S.W.M.Dept.). The laboratory shall be equipped with modern and efficient equipment with sufficient standbys suitable to carry out the tests prescribed for different materials and work according to the specifications. This list of equipment to be procured and the facilities to be provided shall be got approved by the Dy.Municipal Commissioner (S.W.M.Dept.). The equipment shall be maintained in a workable condition to the satisfaction of the Dy.Municipal Commissioner (S.W.M.Dept.).
- b) Sampling and testing procedures shall be in accordance with the relevant standards of BIS (previously called ISI) or IRC. Frequency of testing shall be as laid down in the Ministry's Specifications for Road and Bridge work (2nd Revision 1990) In the absence of relevant Indian standards sampling and testing procedures shall be as approved by the Dy.Municipal Commissioner (S.W.M.Dept.).
- c) The laboratory should be manned by qualified Materials Engineer assisted by Materials inspector/Technicians, and the set up should be got approved by the Dy.Municipal Commissioner (S.W.M.Dept.).
- d) The contractor should prepare printed proforma for recording readings and results of each type of test, after getting the format of the performance approved from the Dy.Municipal Commissioner (S.W.M.Dept.). He should keep a daily record of all the tests conducted by him. Two copies of the test results should be submitted to the Dy.Municipal Commissioner (S.W.M.Dept.) for his examination and approval, of which one copy will be returned to the contractor for being kept at site of work.
- e) The Materials Engineer of the Contractor should keep close liaison with the control Unit of the Dy.Municipal Commissioner (S.W.M.Dept.) and keep the latter informed of the sampling and testing programme so that the City

Engineer's representative could be present during this activity, if considered necessary.

3. Day-to-day Quality control operations

The day-to-day controls to be exercised by the contractor and the Dy.Municipal Commissioner (S.W.M.Dept.) are enumerated in the below paragraphs :

Alignment and levels control

- a) The Contractor should locate the centre-line of the road from the pegs, pillars or reference points fixed during the location survey and from the information furnished in the Contract drawings. Any discrepancy between the reference points on the ground and those on the drawings should immediately be brought to the notice of the Dy.Municipal Commissioner (S.W.M.Dept.) for reconciliation.
- b) Based on the approved centre-line the Contractor should set up batter pegs (to delineate the limits of embankment/cutting and cleaning stakes (to delineate limits of cleaning and grubbing and have these got checked and approved by the Dy.Municipal Commissioner (S.W.M.Dept.).
- c) The Contractor should check the reduced levels of bench marks setup along the alignment. Any discrepancy in the reduced levels of those at site and as indicated in the drawings should immediately be brought to the notice of the Dy.Municipal Commissioner (S.W.M.Dept.) for reconciliation. The Contractor should re-establish those bench marks which are found missing at site, and should establish additional bench marks as needed, for ensuring effective level control.
- d) The Contractor shall be responsible for the true and proper setting out of the works in relation to the original survey points lines and levels of reference given by Engineer in writing. If at any time during the progress of the works, any error shall appear or arise in the position, levels dimensions or alignment of any part of the works, the Contractor on being required to do so by the Dy.Municipal Commissioner (S.W.M.Dept.), shall at his own cost rectify the error to the satisfaction of the Dy.Municipal Commissioner (S.W.M.Dept.), unless such error is based on incorrect data supplied in writing by the Dy.Municipal Commissioner (S.W.M.Dept.).

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e) The Contractor shall carefully protect and prepare all bench marks, reference pillars and pegs used in setting out the works till final take over by the Dy.Municipal Commissioner (S.W.M.Dept.).

Natural ground for embankment construction/cut formation and their compaction

- a) Atteberg limits, in situ dry density and CBR of the material at ground/out formation level should be determined and got approved by the Dy.Municipal Commissioner (S.W.M.Dept.). Any unsuitable material shall be removed and replaced by better material as ordered by the Dy.Municipal Commissioner (S.W.M.Dept.).
- b) The Engineer's Quality Control Unit(s) shall have independent test checks on the quality and compaction of the natural ground/cut formation.

SUBGRADE

- a) Specific quarry areas having soil satisfying the requirement of specifications and specified strength criteria shall be identified for use in subgrade and got approved by the Dy.Municipal Commissioner (S.W.M.Dept.) based on tests on quarry material for Proctor/modified proctor density and CBR.
- b) In-situ density and CBR of the constructed subgrade shall be checked and got approved the Engineer before proceeding on with the next pavement layer.
- c) The soil used in actual construction of sub-grade shall be remoulded at density referred in sub-para (b) above at placement moisture content and checked for 4 days soaked and unsoaked CBR . A set of 3 specimens shall be collected from each 3000 m³ area of the sub-grade (i.e. top 0.5m of embankment) for CBR test.
- d) In case of any appreciable variation of inbuilt subgrade characteristics from the designed ones, the pavement design shall be reviewed to match the inbuilt characteristics of the subgrade.

SUB-BASE

- a) The source of supply material shall be inspected tested and got approved by the Dy.Municipal Commissioner (S.W.M.Dept.) before any material is delivered to the site of the work (s).
- b) Job-mix formula falling within the specified limits where applicable, shall be got approved by the Dy.Municipal Commissioner (S.W.M.Dept.) based on test results thereof.
- c) Samples of materials from the laid sub-base shall be tested for gradation, proctor density, PI and CBR.
- d) Field compaction shall be checked and got approved by the Dy.Municipal Commissioner (S.W.M.Dept.) before proceeding with the work on the next pavement layer.
- e) In case of any appreciable variation of inbuilt sub-base characteristics from the designed ones, the pavement design shall be reviewed to match the inbuilt characteristics of the sub-base.

GRANULAR BASE COURSE

- a) For graded type of granular material, the job mix formula falling within the specified grading limits should be got approved by the Dy.Municipal Commissioner (S.W.M.Dept.).
- b) Testing of aggregate brought to site of works for gradation and AIV should be done.
- c) Testing of filler material for WBM for gradation LL and PI shall be done
- d) Field compaction - control should be exercised for density and by other sensory checks such as observation of movement of layer under compaction plant, sinking/crushing of a piece of aggregate placed before a moving roller complete removal of roller marks, etc.

SHOULDERS

- a) Checking for the quality of the shoulder materials including gradation shall be done.
- b) Field compaction shall be checked at site on compacted layer.
- c) Checking for the crossfall built shall be done.

BITUMINOUS CONSTRUCTION - GENERAL

- a) Manufacturer's test certificate for quality of bitumen will be acceptable to the Dy.Municipal Commissioner (S.W.M.Dept.). However, where the quality is in doubt, the Dy.Municipal Commissioner (S.W.M.Dept.) may call for tests to be conducted by the Contractor for verification.
- b) The base on which bituminous courses are to be laid must be dry and free of dust and other deleterious matters.
- c) Mineral aggregates to be used should be checked for their specification requirements and got approved by the Engineer.

Contractor

No. of corrections

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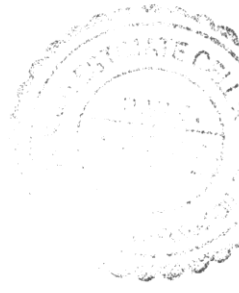
Total 503267.2

Says 503300.0

TECHNICALLY SANCTIONED
Estimate No 392 Date 09/21/2020
DE E. E.

Chauhan

H. D. Paul
OB (Estee)



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THANE MUNICIPAL CORPORATION, THANE

Name of Work : Cleaning of ^{Geunden Hotel} Kelkar Company nalla in Wagle ward no 32

ABSTRACT SHEET

SCHEDULE 'B' & SPECIFICATION

It. No.	Description of Item	Qty.	Unit	Rate	Amount
				In Figure	
1.	2.	3.	5.	6.	8.
1.	Excavation for foundation in slush muddy / marshy soil incl lifts 1.5m lead of 50 m etc complete (MJP DSR 12-13 item no 10 & 11 page 34 & 35)	603.00	M3	337.12	203283.36
2.	Transportation of excavated materials like earth murum building rubbish, etc. complete lead upto 10 km.(MJP DSR 12-13 Page 21 statement VI)	361.80	M3	285.37	103246.87
3.	Dewatering using 5 to 9 H.P. pumps for all drain C.D. and road construction work	0.00	M3	75.62	0.00
4.	Providing and supplying helper unskilled labour etc. complete.(MJP DSR 12-13 item no 11 page 9)	0.00	day	302.47	0.00
5.	Supplying of JCB excavator cum loader machine on hire charges incl diesel oil cleaner driver etc complete (MJP DSR 12-13 item no 13 page 13)	0.00	hour	1122.00	0.00
6.	Providing & carrying out video cassettee hour shooting of roads,bridges,buildings,other structures and	12.00	hour	1894.64	22735.68
7.	Shooting of still photographs,outdoor and indoor, of construction and other works of				
	4" x 6" Size	1.00	3 Copies	92.66	92.66
	Extra copies 4" x 6" Size	47.00	1 each	19.17	900.99
8.	Providing and shifting proclain loader including loading & unloading etc. complete	0.00	job	39000.00	0.00
					330259.56

TECHNICALLY SANCTIONED
 No. 246 Dtd. 02/03/2015

 E. E.

 D. E.

say Rs. 3,30,000.00


 J.E.

Tender No.	TMC/PRO/Advertise No.02/2015-16 Dt.	
Organization Name	Thane Municipal Corporation	
Department Name	Solid Waste Management Department	
Scope of Work	Cleaning of Nalas in Wagle Prabhag Samiti Ward No.32 Garden Hotel to Bhatwadi area.	
Tender Notice		
Tender Type	Open	
Bidder Nationality	NCB	
Product	Labor and Equipments	
Type of Contract	Works	
Bidding Currency	Single	
Joint Venture	Not Allowed	
Schedule of E-Tender	Site Visit	
	Pre-bid meeting	NO
	Document downloading end date & time	dt.13/04/2015 up to 15.00 hrs.
	Last date & time of online Bid submission	dt.13/04/2015 up to 15.00 hrs.
	Physical submission of EMD and Supporting documents	
	Opening of Bid (Online)	dt.13/04/2015 up to 16.00 hrs.
	Bid validity period	180 Days
Payment Details	Document Fee	Rs.1551/-
	EMD	Rs.3300/-
	Estimated Value	Rs.330000/-
Eligibility Criteria	As Per Tender Documents	
General Terms & Conditions	As Per Tender Documents	
Other Details	As Per Tender Documents	
Information for online participation	<p>1. Internet site address for e-Tendering activities will be http://eprocurement.synise.com/tmc/ , www.thanecity.gov.in</p> <p>2. Interested bidders can view detailed tender notice and download tender documents from the above mentioned website.</p> <p>3. Bidders who wish to participate in online tender have to register with the website through the “New User Registration” link provided on the home page. Bidder will create login id & password on their own in registration process.</p> <p>4. Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact Synise Technologies Ltd., at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact</p> <p>Synise Technologies Ltd. Cell Phone: + 91 8308810326/7350008354 Website: https://eprocurement.synise.com/tmc/ Email : tmchelpdesk@synise.com</p> <p>5. Bidders who wish to participate in e-Tender need to fill data in predefined forms of EMD and Quote form only.</p> <p>6. Bidder should upload scan copies of reference documents in support of their eligibility of the bid.</p> <p>7. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.</p> <p>Bidder can also submit EMD & Reference Documents in hard copy if such instructions are given by tendering authority.</p>	
Information for Online Participation		

(To be made a part of the standard Tender Document....)

CHANGES IN TENDER DOCUMENT

FOR ONLINE E-PAYMENT SYSTEM OF TENDER FORM FEE & EMD.

ISSUE OF BLANK TENDER FORMS

i) Blank tender will be available on website www.thanecity.gov.in or <http://www.eprocurement.synise.com/tmc/> from date 04/04/2015 to 13/04/2015 up to 15.00 Hours

ii) All tenders are cautioned that the tenders containing any deviation from the contractual Terms and conditions, specifications and other requirements and conditional tenders will be rejected.

EARNEST MONEY :

i) The amount of Earnest Money is Rs.3,300/- (Rupees Three Thousand Three Hundred Only) And the amount of tender form fee including e-tendering charges & Vat is Rs.1551/- (Rupees One Thousand Five Hundred Fifty One only). The amount for tender form fee & earnest money to submit as per E Tendering Procedure and online receipt for the same should be uploaded with the tender document along with technical bid.

EMD & Cost of Blank Tender shall be payable through one of the following modes ONLY:

- 1. Net-Banking**
- 2. Debit Card**
- 3. Credit Card**
- 4. RTGS / NEFT.***

* For paying the Document Fees / EMD through the option (4) **RTGS / NEFT**, please follow the below process:

1. Please mention the following details while making the **RTGS/NEFT** payment from your Bank:
 - (a) Beneficiary account number - <TMCE+Bidder Code> For example, in case you're Bidder Code is ABC123, kindly mention TMCEABC123 as the beneficiary account number. (Bidder code shall be available through the E-Tendering portal)
 - (b) Beneficiary bank branch - **ICICI Bank, CMS**
 - (c) Beneficiary IFSC code - **ICIC0000104**
2. One day after making the payment, please log in to our portal. While making payment for Document Fee / EMD, please select the RTGS/NEFT payment option at the document fee/ EMD payment screen. Upon doing so, you shall be able to view the funds remitted by you through NEFT/RTGS as available balance.
3. Please proceed to make the payment. Upon doing so, the required amount to be paid through the Document fee/EMD, shall get appropriately deducted from the available balance and payment shall be confirmed real time.
4. A receipt number would also get generated after successful payment.
5. Kindly note that the payment is required to be made one day before you would like to make the document fee/EMD payment through our portal.

Please get in touch with e-procurement support team in case any clarification is required.

(Note for Contractors/Bidders :

It will be solely upon the bidder's choice to select any of these payment options best suited to him. It is understood that the bidder is aware of the payment cycle and other technical requirements/ payment process under each of these modes. It is bidder's responsibility to see that the amount of EMD & cost of Blank Tender Form (BTC) are credited (in case of payment by NEFT/RTGS, the payment referred herein above may not mean final submission of EMD/BTC etc to TMC. The EMD/BTC etc shall be paid/ credited to TMC only when the bidder completes the Tender Document and other formalities online and submits the Tender), in the e-Tender System well before the scheduled time and date, to be able to proceed with final submission of his Tender along with the EMD & BTC to TMC. TMC will not be responsible for any failure on part of the bidder in submission of the Tender and/or the EMD/BTC etc. before scheduled time and date, for any reason whatsoever, including, inter-alia, noncredit of said amounts of EMD/ cost of Blank Tender Form, and therefore no claims shall be entertained on these grounds.

Under this online payment system for e-Tendering the Tenders will not be submitted/ received by TMC unless the EMD & Cost of Blank Tender are received/ credited before scheduled time and date. Hence, bidder shall remit the said amount well in advance. It is clarified that the Tenders – both Technical and Financial – will not be considered for opening if EMD and BTC are not received/ credited before schedule time and date, for any reason whatsoever.

ALERT:-For the RTGS/NEFT payment option, considering that the payments are settled by RBI in batches, it is advisable that the bidder completes the leg of transfer of funds, from his bank account to his own User Account in the e-Tendering system, one day before his desired day of submitting his Tender to TMC.)