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THANE MUNICIPAL CORPORATION, THANE

Drainage Department

DETAILED TENDER NOTICE



Tender for 46.76 MLD STP, KPS 3 & 4 Sewage Pumping stations of average capacities 10.62 MLD & 59.43 MLD at Kharigaon, Thane, Phase II
Volume I: General Conditions of Contract

On line tenders are invited for **“Construction, Supply, Erection, Testing, Commissioning, start-up of (i) Three No. of sewage treatment plants of average capacities 8.45 MLD, 22.2 MLD & 23.06 MLD with 6 (six) months of performance run. (ii) O&M of Three STP’s for 5 (five) years & (iii) O & M of sewage pumping stations at KPS-1, PS-9 & PS-10 ”.** by Thane Municipal Corporation on percentage rate basis from appropriate contractors / J.V. who are registered with PWD/CPWD/CIDCO/MJP/other with Govt./Semi govt./Public sector undertakings in appropriate class & experience criteria as given in a detail tender notice. The said tender terms can be downloaded from website www.thanemahapalika.com from date 15/07/2014 to date 16/07/2014 up to 16.00 hrs. On line tender shall be received on the website www.thanecity.gov.in / www.tmc.abcprocure.com up to 16.00 hrs on or before date 15/07/2014 and will be opened on the same days if possible. **months performance run & 5 years O & M period.**

NAME OF WORK :

PRICE

S. N	Name Of work	Estimated Cost (Rs.)	Earnest Money Deposit (Rs.)	Tender form cost (Rs.)	Time Limit
1)	Construction, Supply, Erection, Testing, Commissioning, start-up of (i) Three No. of sewage treatment plants of average capacities 8.45 MLD, 22.2 MLD & 23.06 MLD with 6 (six) months of performance run. (ii) O&M of Three STP’s for 5 (five) years & (iii) O & M of sewage pumping stations at KPS-1, PS-9 & PS-10 .	RS. 52,651/- (Rs. Fifty Two Thousand Six Hundred and Fifty One Only) Per Tender Book.	63.30 Lakhs	52,651/-	12 Months (Including Monsoon)

TO BE RECEIVED ON

TO BE OPENED ON

Note:-

: Envelope No. 1 will be opened on date 15/07/2014 up to 16.30 hrs, if possible and Envelope No. 2 will be opened only after finalization of eligible tenderer and will be communicated.

1. Tenders hereunder are being invited in accordance with competitive bidding procedures of Thane Municipal Corporation, Thane.
2. All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions specifications or other requirements are liable to be rejected as non-responsive.
3. All tenderers are urged to promptly submit a written request to the City Engineer, Thane Municipal Corporation, on matters where clarification or additional information is desired.
4. The tender document can be downloaded from the web site www.thanecity.gov.in. also. The applicant has to ensure that all papers are completely downloaded.
5. If in any case, any discrepancy is observed in downloaded tender document with printed tender document, the tenderer is bound to accept all the conditions as printed in the tender document.

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E-Tender Form

Tender No.	TMC/PRO/ ADV / ----- /2013 - 14 Dt.	
Organization Name	Thane Municipal Corporation	
Department Name	Drainage Department	
Scope of Work	Construction, Supply, Erection, Testing, Commissioning, Start-up of 46.76 MLD STP, KPS 3 & 4 Sewage Pumping stations of average capacities, 10.62 MLD & 59.43 MLD followed by 6 months performance run & 5 years O & M period.	
Tender Notice	Construction, Supply, Erection, Testing, Commissioning, Start-up of 46.76 MLD STP, KPS 3 & 4 Sewage Pumping stations of average capacities, 10.62 MLD & 59.43 MLD followed by 6 months performance run & 5 years O & M period.	
Tender Type	Open	
Bidder Nationality	National Competitive Bidding (NCB)	
Product	Construction & Electromechanical	
Type of Contract	Works	
Bidding Currency	Single	
Joint Venture	Allowed	
Schedule of E- Tender	Document downloading end date & time	14/07/2014 up to 16.00 Hrs.
	Last date & time of online Bid submission	15/07/2014 up to 16.00 Hrs.
	Physical submission of EMD and Supporting documents	15/07/2014 up to 16.30 Hrs.
	Opening of Bid (Online)	15/07/2014 up to 16.30 Hrs.
	Bid validity period	180 Days
Payment Details	Document Fee	Rs. 52,651/-
	EMD	Rs. 61,00,000/-
	Estimated Value	Rs. 60.93/- Crores
Eligibility Criteria	As Per Tender Documents	
General Terms & Conditions	As Per Tender Documents	
Other Details	As Per Tender Documents	
Information for online participation	<ol style="list-style-type: none"> 1. Internet site address for e-Tendering activities will be www.thanecity.gov.in / https://eprocurement.synise.com/tmc 2. Interested bidders can view detailed tender notice and download tender documents from the above mentioned website. 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. 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 <u>e-Procurement Technologies Pvt. Ltd.</u> at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to 	

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	<p>procure the same. In case bidders need any clarification regarding online participation, they can contact</p> <p><u>SYNISE Technologies Ltd</u></p> <p>Cell Phone : + 91 8308810326/+91 7774061775/+91 8902619495</p> <p>Website: https://eprocurement.synise.com/tmc</p> <p>Help desk : tmchelpdesk@synise.com</p> <ol style="list-style-type: none">5. Bidders who wish to participate in e-Tender need to fill data in predefined forms of EMD and Quote form only.6. Bidder should upload scan copies of reference documents in support of their eligibility of the bid.7. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. <p>Bidder can also submit EMD & Reference Documents in hard copy if such instructions are given by tendering authority.</p>
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THANE MUNICIPAL CORPORATION, THANE
Drainage Department
NOTICE INVITING TENDER

On line tenders are invited for “Construction, Supply, Erection, Testing, Commissioning, Start-up of 46.76 MLD STP, KPS 3 & 4 Sewage Pumping stations of average capacities, 10.62 MLD & 59.43 MLD followed by 6 months performance run & 5 years O & M period.” by Thane Municipal Corporation on percentage rate basis from appropriate contractors / J.V. who are registered with PWD/CPWD/CIDCO/MJP/other with Govt./Semi govt./Public sector undertakings in appropriate class & experience criteria as given in a detail tender notice. The blank tender forms can be downloaded from website www.thanecity.gov.in from date 19/06/2014 to date 14/07/2014 up to 16.00 hrs. On line tender shall be received on the website <https://eprocurement.synise.com/tmc> / www.thanecity.gov.in up to 16.00 hrs on or before date 15/07/2014 and will be opened on the same days if possible.

S. N.	Name Of work	Estimated Cost (Rs.)	Earnest Money Deposit (Rs.)	Tender form cost (Rs.)	Time Limit
1)	Construction, Supply, Erection, Testing, Commissioning, Start-up of 46.76 MLD STP, KPS 3 & 4 Sewage Pumping stations of average capacities, 10.62 MLD & 59.43 MLD followed by 6 months performance run & 5 years O & M period.	60.93 Crore	61.00 Lakhs	52,651/-	12 Months (Including Monsoon)

Note:-

1. Tenders hereunder are being invited in accordance with competitive bidding procedures of Thane Municipal Corporation, Thane.
2. All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions specifications or other requirements are liable to be rejected as non-responsive.
3. All tenderers are urged to promptly submit a written request to the City Engineer, Thane Municipal Corporation, on matters where clarification or additional information is desired.
4. The tender document can be downloaded from the web site www.thanecity.gov.in / <https://eprocurement.synise.com/tmc> The applicant has to ensure that all papers are completely downloaded.
5. If in any case, any discrepancy is observed in downloaded tender document with printed tender document, the tenderer is bound to accept all the conditions as printed in the tender document.
6. Tenderer must qualify the following criteria otherwise Envelop No.2 shall not be opened.
 - i) Tenderer shall be registered with government or semi government undertaking organizations like PWD/CPWD/BMC/CIDCO/MIDC/MJP etc. in appropriate class and or financial limits as per Govt. of Maharashtra GR No. CAT-2006 Proposal No 141/Building-2 Mantralaya, Mumbai 4000032 dated 1.2.2007.

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- ii) Average annual turnover in last 3 years ending 31st March of previous financial year should be at least 75% of the estimated cost. The tenderer shall submit the certificate of chartered accountant.
- iii) Tenderer should have successfully completed at least one similar type of work in last seven years costing not less than 30% of estimated cost or Rs. 5.0 crore whichever is more. The tenderer shall submit the certificate from the officer not below the rank of Executive Engineer.
- iv) Tenderer/firm should have necessary technically qualified staff. (List of Technical/ supervisory staff to be attached in Form-III)
- v) Tenderer/firm should clearly state the name of firms supplying mechanical and electrical equipment's along with brand names of products for all the units involved in the treatment process with the guarantee certificate while applying for pre-qualification. These products should have ISI mark wherever relevant.
- vi) Tenderer/firm must have successfully designed, constructed, erected, completed and satisfactorily commissioned at least one sewage treatment plant based on Activated sludge process or modified ASP having minimum 23.5 MLD capacity within last 3 years & successfully designed, erected, completed and satisfactorily commissioned at least one Pumping Station having capacity not less than 30 MLD within last 3 years in single work order.
- vii) The tenderer should have AABC Assessed Available Bid Capacity of minimum Rs. 60.93 crores. Tenderer/firm should submit bid capacity while submitting the tender in the following formula,

$$\text{Bid Capacity} = (2 \times A \times N) - B$$

Where,

A – Maximum audited turn over achieved during last 3 financial years ending on March 31st
(As per current rate)

N – Execution period of the proposed contract

B – Works in hand during time period of this work

Following enhancement factors will be used for the costs of the works executed and the financial figures to a common base for the current value of works completed. For this purpose tenderer should submit audited financial reports for the following financial years.

Financial Year	Multiplying Factor
2013 – 2014	1.10
2012 – 2013	1.21
2011 – 2012	1.331

- viii) In case of joint venture (JV) firm the registered partnership deed should be irrevocable till the completion of work for which they have combined and till all the liabilities therefore are liquidated and the share of the tenderer of the higher category should not be less than 50%. Further, the percentage share of the contractor of the lower category in such a



partnership / combination, should not be more than his limit of the eligibility to quote for works divided by the estimated cost of the work put to tender (i.e. when such a percentage is applied to the cost of the work, his share of cost should not exceed his own eligibility limit of tendering for works). In case of JV, all the JV partner shall be registered contractors and registered JV deed should be registered from Registrar of Firms, Maharashtra State. It is necessary to enclose the registration certificates of joint venture firm with the Registrar of firm or the receipt of payment made to Registrar of the Firm on account of fees toward joint venture firm, and then only prequalification application will be considered. In case of the lowest Joint Venture bidder (L1) shall submit the registration certificate of joint venture from the Registrar of the Partnership Firm Maharashtra State before issuing work order. The addresses of registration of firms are as under.

Department of Registrar of firms has 4 offices in Maharashtra situated at Mumbai, Pune, Nagpur and Aurangabad. The addresses of the offices are as follows;

- 1) Registrar of Firms, Maharashtra State, Mumbai.
New Administrative Building, 6th Floor,
Near Chetna collage, Govt. Colony,
Bandra (E), Mumbai 400051.
Ph No. 022-26551149, 022-26551944.
- 2) Assistant Registrar of firms, Pune.
Survey No. 47/30, Sarswati Parvati Bhavan,
2nd floor, behind Lokesh Hotel,
Arnyshwar Corner, Pune Satara Road, Pune 411009
Ph No. 95250-24221808
- 3) Assistant Registrar of firms, Nagpur.
118, old Sachivalay Building,
Civil Lines, Nagpur 440001.
Ph no. 95712-2530897.
- 4) Assistant Registrar of firms, Aurangabad
Gadiya Building, House No. 5/1/100,
Near Divisional library office,
Eknathnagar Road, Usmanpura,
Aurangabad 431005.
Ph No. 952402336798.

ix) Tenderer should possess the qualified and experienced key personnel proposed for administration and execution of the contract both on and off site.

7. Applicant / Tenderer will need to produce originals of their all-supporting enclosure for verification by TMC if required. Failure to comply with this requirement may result in the disqualification of the applicant without any reason.

8. Validity period of the tender will be 180 days from the date of opening of Tender.

9. The right to reject any or all tenders without assigning any reason thereof is reserved by The Commissioner, Thane Municipal Corporation, Thane.

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10. Pre bid meeting will held in the office of City Engineer 3rd floor, Panchpakhadi, Thane Municipal Corporation (TMC) on dt. 02/07/2014 @ 11.00 am.

City Engineer
Thane Municipal Corporation, Thane

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THANE MUNICIPAL CORPORATION, THANE
Drainage Department
DETAILED TENDER NOTICE

On line tenders are invited for “**Construction, Supply, Erection, Testing, Commissioning, Start-up of 46.76 MLD STP, KPS 3 & 4 Sewage Pumping stations of average capacities, 10.62 MLD & 59.43 MLD followed by 6 months performance run & 5 years O & M period.**” by Thane Municipal Corporation on percentage rate basis from appropriate contractors / J.V. who are registered with PWD/CPWD/CIDCO/MJP/other with Govt./Semi govt./Public sector undertakings in appropriate class & experience criteria as given in a detail tender notice. The blank tender forms can be downloaded from website www.thanecity.gov.in from date 19/06/2014 to date 14/07/2014 up to 16.00 hrs. On line tender shall be received on the website <https://eprocurement.synise.com/tmc> / www.thanecity.gov.in up to 16.00 hrs. on or before date 15/07/2014 and will be opened on the same days if possible.

S. N.	Name Of work	Estimated Cost (Rs.)	Earnest Money Deposit (Rs.)	Tender form cost (Rs.)	Time Limit
1)	Construction, Supply, Erection, Testing, Commissioning, Start-up of 46.76 MLD STP, KPS 3 & 4 Sewage Pumping stations of average capacities, 10.62 MLD & 59.43 MLD followed by 6 months performance run & 5 years O & M period.	60.93/- crores	61.00/- lakhs	52,651/-	12 Months (Including Monsoon)

It is mandatory for bidders to quote for the entire package.

1. Tenders hereunder are being invited in accordance with competitive bidding procedures of Thane Municipal Corporation, Thane.
2. All bidders are cautioned that tenders containing any deviation from the contractual terms and conditions specifications or other requirements are liable to be rejected as non-responsive.
3. All tenderers are urged to promptly submit a written request to The City Engineer, Thane Municipal Corporation, on matters where clarification or additional information is desired.
4. The tender document can be downloaded from the web site www.thanecity.gov.in <https://eprocurement.synise.com/tmc> The applicant has to ensure that all papers are completely downloaded.
5. If in any case, any discrepancy is observed in downloaded tender document with printed tender document, the tenderer is bound to accept all the conditions as printed in the tender document.
6. Pre bid meeting will be held in the office of City Engineer, 3rd floor, Panchapakhadi, Thane Municipal Corporation on 2/07/2014 at 11.00 hrs. The bidders should give their queries in writing by 1/07/2014. Queries received after 1/07/2014 shall not be considered. Also verbal queries shall not be entertained.

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1. DESCRIPTION OF PROJECT

The detailed name of the works is as follows;

Construction, Supply, Erection, Testing, Commissioning, Start-up of 46.76 MLD STP, KPS 3 & 4 Sewage Pumping stations of average capacities, 10.62 MLD & 59.43 MLD followed by 6 months performance run & 5 years O & M period.

The locations and capacity of the STP's and SPS are as follows;

Sr. No.	Description	Location	Average Capacity
1	46.76 MLD STP	Kharigaon	46.76 MLD
2	KPS -3 SPS (Intermittent Lift Pumping Station)	Near Mafatlal Compound	10.62 MLD
3	KPS-4 Pumping Station	Kharigaon – Water Tank	59.43 MLD

The details of the rising main are as follows;

Sewage Pumping Stations	Rising Main Dia.	Rising Main MOC	From	To	Length
KPS - 3 SPS	500 mm	DI – K9	KPS-3 SPS	KPS - 4	150 m
KPS - 4 SPS	1000 mm	DI – K9	KPS-4 SPS	KPS 4 STP	1450 km

2. ELIGIBILITY AND QUALIFICATION REQUIREMENTS

The eligibility and qualification requirements are mentioned in the Notice Inviting Tender.

3. PURCHASE OF DOCUMENTS

Blank tender forms can be downloaded from websites www.thanecity.gov.in <https://eprocurement.synise.com/tmc> from date 17/06/2014 to date 11/07/2014 up to 16.00 hrs. The blank tenders form fee of **Rs. 52,651/- (In word Rs. Fifty Two Thousand Six Hundred & Fifty One only)** is to be submitted by online payment option as per e-tendering procedure. Tender Document Fees (Dept. Code 1500, Function Code 330 Budget Code 161103), EMD Fees (Budget Code 361000 Dept. Code 1500, Function Code 330).

4. PERIOD OF COMPLETION

The period of construction, supply, erection, testing, commissioning and start-up shall be 12 (Twelve) calendar months from the date of order to proceed with the work. This period includes period of monsoon also.

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After commissioning and start-up of supplied items there shall be 6 months of performance run followed by 60 months of operation & maintenance of sewage treatment plant & sewage pumping stations.

Contractor shall be required to schedule his work of the contract in such a manner that he is able to commissioned, test and give performance run including PG test for all the supplied items of treatment plant. TMC shall ensure reasonable no. of property connections to sewer within the required time frame to enable the contractor to achieve above if necessary.

5. EARNEST MONEY

The amount of Earnest Money is **Rs. 61, 00, 000/- (Rs. Sixty One Lakhs Only)** should be fully paid on line (as per E-tendering) procedure. (Earnest money deposit exemption certificate issued by state government organization shall not be acceptable).

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 - <TMCS + Bidder Code> For example, in case your Bidder Code is 123, kindly mention TMCS123 as the beneficiary account number. (Bidder code shall be available through the E-Tendering portal)
 - b) Beneficiary bank branch - ICICI Bank, CMS, EMPIRE COMPLEX, LOWER PAREL, MUMBAI-400013.
 - c) Beneficiary IFSC code - ICIC0000104
2. 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.
- a. Please get in touch with e-procurement support team in case any clarification is required.
 - b. (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.
 - c. 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.
 - d. 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).
- e. Earnest Money in the form of cheque or any other form than prescribed above will not be accepted. Tenders of those contractors who do not deposit Earnest Money in one of the above accepted form shall be summarily rejected.
 - f. Tender not accompanied by an Earnest Money Deposit is liable to be rejected as non-responsive. If during the tender validity period, the tenderer withdraws his tender, the Earnest money deposit shall be forfeited and the tenderer may be disqualified from tendering for further works in the Thane Municipal Corporation, Thane.
 - g. The Earnest Money Deposit will be returned to the unsuccessful tenderers, when it becomes due.
 - h. The Earnest Money Deposit will be returned to the successful tenderer after he furnishes initial security deposit and duly enters into the Contract. Within ten days from the date of receipt by him of the letter of having acceptance of his tender, the successful tenderer shall furnish the required initial Security Deposit and attend the



office of the City Engineer, Thane Municipal Corporation, Dr. Almeda Road, Panchpakhadi Thane for execution of the contract document. If the successful tenderer fails to furnish Security Deposit or to execute the contract his earnest money deposit shall be forfeited and the tenderer may be disqualified from tendering for further works in the Thane Municipal Corporation, Thane.

6. LANGUAGE OF TENDER

The tenders shall be submitted in the prescribed forms in "English" language only.

7. TENDER VALIDITY PERIOD

Validity of the offer will be 180 days from the date of opening of tender documents and by further such periods as requested by The City Engineer, Thane Municipal Corporation Thane, in writing and accepted by the bidder in writing. The bidder may at his discretion refuse to extend the validity of his offer beyond 180 days, in which case his offer will be returned along with the EMD. However, the bidder cannot withdraw his offer within the validity period of 180 days without forfeiting his EMD.

8. OPENING OF TENDERS

Envelope No. I only will be opened by The City Engineer, 3rd floor, Head office, Thane Municipal Corporation, Dr. Almeda Road, Panchpakhadi, Thane, in the presence of tenderers or representative of Contractor who chose to remain present at 15/07/2014 @16.30 hrs if possible. The tenderer or their representative who are present shall sign the register in token of their attendance.

9. WHOM TO CONTACT

The Executive Engineer, Underground Sewerage scheme Phase II, Drainage Department, 2nd floor, Majiwada-Manpada Ward Office, Near Balkum fire station, Old Bhiwandi Road, Thane may be contacted for any further information on the tender.

10. THE TENDER ACCEPTING AUTHORITY

The acceptance of tender vests with the Competent Authority of Thane Municipal Corporation, Thane who reserves the right to reject any or all tenders in full or parts without assigning any reason thereof. The award of the contract shall be at the discretion of the Tender Accepting Authority.

11. SECURITY DEPOSIT

The successful tenderer whose tender is accepted will have to pay the **Initial Security deposit of 2%** of the contract value in the form of DD or in the form of Bank Guarantee (in the form prescribed by the Thane Municipal Corporation, Thane on Stamp Paper of Rs. 100/- Specimen form is enclosed in the tender Document) for the entire period of contract, including defect liability period as per Clause 20 of tender document, of any Schedule/ Nationalized Bank within prescribed time schedule as per Para 2.7, v above and complete the contract agreement, failing which his/their (Contractor's) Earnest Money will be forfeited to Thane Municipal Corporation, Thane.

The **Balance Security Deposit of 3%** of the contract amount will be recovered from the Running Accounts Bills at 5% of Gross value of the bill till the recovery of full remaining amount. All compensation or other sums payable by the Contractor under the terms or any other contracts or accounts with TMC as may be decided by the Municipal Commissioner may be deducted from his

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Security Deposit or from any sums which may be due to him or may become due to him, by Government on any account and in the event of Security being reduced by reason of any such above noted deductions, the contractor shall, within ten days of receipt of notice of demand from the City Engineer make good the deficit. There shall be no liability on the Thane Municipal Corporation to pay any interest on the Security amount deposited or recovered from the contractor.

12. Refund of Security Deposit

After issue of completion certificate, if contractor desires, can deposit whole security deposit 5% of the value of tender the form of bank guarantee drawn in favor of TMC, on any nationalized or scheduled bank having branch in Mumbai in the enclosed format valid till defect liability period. After successful completion of defect liability period contractor will have to request in writing for release of security deposit.

13. PERFORMANCE GUARANTEE

Condition for Payment of Performance Security Deposit if the offer is received lower than 15 % below:

In case the tenderer offers the rate lower than 15 % below the estimated cost put to tender, in that case contractor should submit the rate analysis with explanation of how the work will be carried out in the quoted below offer and tenderer will have to pay additional Security Deposit along with the Initial Security Deposit for performance of the work. The amount of additional Security Deposit shall be amount exceeding 15% below offer, in the form of Demand Draft or Interest bearing securities pledged in favor of Thane Municipal Corporation, Thane or in the form of Bank Guarantee on any Nationalized or Scheduled Bank for full period of completion of work and it should be extendable up to expiry of valid extension if any as directed by Engineer- in -Charge, failing to each such tender will be consider as withdrawn and the Earnest Money shall be forfeited. This additional Security Deposit shall be refundable after satisfactory completion of work.

14. TENDER DOCUMENTS

Contents of Tender Document

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

Volume I : General Conditions of Contract

- a) Notice Inviting Tender
- b) Detailed Tender Notice
- c) General Conditions of Contract.
- d) Form I to IV
- e) Clauses of Contract
- f) Bank Guarantee formats for EMD, SD and mobilization advance
- g) Form of agreement
- h) Price Variation Clause
- i) Declaration of the Contractor
- j) No demand and No claim certificates
- k) Qualification forms
- l) Undertaking
- m) Summary sheet



- n) Common Set of Deviation if issued after pre bid conference shall also form a part of tender documents

Volume II: Scope of Work, Technical Specifications

- a) Scope of work,
- b) Technical Specifications
- c) Data Sheets
- d) Layout, HFD, SLD Drawings

In case specifications for certain items are not covered in technical specifications or in other reference such as MOST, IRC, PWD etc. but are available in Technical Specifications of the same shall be applicable for execution of all items.

Volume III : Price Bid

- 1) The tenderer is deemed to have examined carefully all instructions, conditions, forms, terms, scope of work, technical specifications, data sheets, drawings etc. in the tender documents. Failure to comply with the requirements of tender submission shall be at the tenderers own risk. Tenders which are not substantially responsive to the requirement of the tender documents are liable to be summarily rejected.
- 2) The tenderer shall submit only an unconditional offer which complies fully with the requirements of the tender documents.
- 3) All tenderers are cautioned that no alternative or conditional offers, variations or deviations by the tenderers in respect of any item proposed by the tenderers shall be entertained or considered further in the process of tender evaluation. Furthermore, any deviation from the conditions of tender or technical specifications or other requirements stipulated in these tender documents other than those specifically clarified/amended in the minutes of the pre-bid meeting shall be summarily rejected as non-responsive.
- 4) The data furnished in the tender documents are only by way of general information and the department will not entertain any claims due to variation from this data or for any expenses incurred by the tenderer in this connection. The tenderer shall himself obtain all necessary information as to risk and costs and other circumstances which may affect or influence this tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 5) At any time prior to the deadline for submission of tenders the City Engineer, Thane Municipal Corporation, Thane, may for any reason whether at his own initiative or in response to a clarification requested by a prospective tenderer modify the tender documents by the issuance of an Addendum/corrigendum.
- 6) The addendum will be sent in writing or by telex or cable or email to all prospective tenderers who have received the tender documents and will be binding upon them irrespective of whether the prospective tenderers acknowledge receipt of the same or not.
- 7) In order to afford prospective tenderers reasonable time to take the Addendum/ corrigendum into account for the preparation of their tenders, the City Engineer, Thane Municipal Corporation, Thane at his discretion extends the deadline for the submission of tenders.

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15. MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENT

The tender should be submitted in two envelopes as per e-tendering procedure. Each envelope should be superscribed on the top as envelope no. (1) or (2) as the case may be, Name of work, date and signature of the contractor. The tenderer while submitting the tender shall submit the documents in two Envelopes as below:

15.1 ENVELOPE NO.1:

The first envelope clearly marked as “**ENVELOPE NO.1 -TECHNICAL BID**” shall contain:-

- a) Challan or receipt of Tender form fee.
- b) Challan receipt of Earnest money deposits in the form specified in the tender document.
- c) All documents mentioned in Notice Inviting Tender Clause No 6 should be enclosed.
- d) Declaration and Undertaking as per pro forma given in the tender document.
- e) Completed qualification Forms No. 1 to 8 (Attached at the end of this volume I)
- f) Memorandum and article of association / Partnership deed and certified copy of Power of Attorney (if any).
- g) In addition to this, envelope shall contain Common set of deviation/conditions/stipulations issued by the Department after Pre-bid meeting. This Tender offer shall be unconditional.

NOTE: The tenderer should not quote his offer directly or indirectly anywhere in Envelope No.1, if found then the tenderer shall be disqualified. The bid should be for all entire package as mentioned in the tender document.

15.2 ENVELOPE NO. 2

The second envelope clearly marked as “**ENVELOPE NO II**” “**FINANCIAL BID**” shall contain;

- 15.2.1 The Tenderer should quote his offer in Volume III, Financial Bid of tender form at the appropriate place (as per e-tendering procedure) and it should be submitted only in Envelope II.
- 15.2.2 Submission of Tender in the two Envelopes as per the e-tendering procedure on or before 14/07/2014 up to 16.00 hrs and shall be opened on the same day if possible in the presence of those tenderers who may choose to be present.
- 15.2.3 The tenderers should ensure that their tender is received by the City Engineer, Thane Municipal Corporation, Thane before expiry of the prescribed date and time. No delay on account of any cause will be entertained for the date of receipt of the tender. Tender offered or received after the due date and time is over, will either be rejected or if inadvertently accepted will not be opened.
- 15.2.4 The Commissioner, Thane Municipal Corporation, Thane may at his discretion extend the deadline for the submission of tenders by issuing an amendment in accordance with Para 14.6 of these instructions to tenderers in which case all rights and obligations of the Commissioner, Thane Municipal Corporation, Thane and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 15.2.5 The full name and address of the tenderer and the name of the authorized agent delivering the tender shall be given along with tender document.



16. OPENING OF TENDERS

On due date and specified time following procedure will be adopted for opening of the tender.

16.1 Envelop No. 1

EMD & tender fee submitted by all tenderers on line as per E-tendering procedure and other documents will be verified as per tender requirement. If various documents contained in this envelope do not meet the requirements of the department, a note will be recorded accordingly by the tender opening authority and the said tenderers, Envelope No. 2 will not be considered for further action but the same will be recorded. All the tenderer should produce original documents for verification of online submitted document by tenders at the time of opening of technical bid. All tenders should submit attested copy of the technical bid documents at the time of opening of technical bid.

The tenders are liable to reject out right, if while submitting –

- a) The tenderer proposes any alteration in the work specified in the tender or in time allowed for carrying out work or any other unacceptable condition.
- b) Any of the pages and pasted slips of the tender are removed and/or replaced.
- c) All corrections and additions and pasted slips are not initialed by the tenderer.
- d) The tenderer, does not sign and the signature/signatures (in case of firm each partner or power of attorney holder) is not witnessed by a respectable person in the space provided for in the B - I tender form.

16.2 Envelope No. 2

As far as possible, this envelope shall be opened after verification of the documents in Envelop No. 1. Envelope No. 2 of only those bidders who pass the eligibility criteria and satisfy all requirements shall be opened and evaluated.

17. BID EVALUATION CRITERIA

The bid evaluation criteria / procedure are as follows;

Commercial Evaluation

All the bids will be evaluated based on the Capital cost, O & M cost.

a. **Capital Cost**

Capital cost shall be taken from the financial bid. The capital cost of the project shall be cost of all components including civil, mechanical, electrical, instrumentation, all interconnecting piping, erection, testing, commissioning and performance run etc. All taxes, duties, VAT etc. shall be included in the capital cost.

b. **The Operation & Maintenance Cost**

The O & M cost shall be taken from the financial bid. Present Value of O & M cost shall be calculated and considered for the evaluation considering 1 year for construction followed by 6 months of performance run and considering that O & M payment are made in five equal



installments once at the end of each year. Operation & Maintenance cost shall be considered for all the STP.

18. SCHEDULE OF PENALTIES

Delay:

Compensation for delay and limit of compensation for delay shall be as follow;

Compensation for delay shall be calculated at the rate of 0.5% (Half percent) of the amount of balance work for every week.

The limit of compensation shall be 10.0% (Ten percent) of the total contract amount inclusive of capital and O & M cost as given in the price schedule.

Monitoring procedure for applying above clause shall be as follows (For Capital Cost):

Time elapsed since Date of award in months (including monsoon)	Required progress to be achieved in percentage
3	20
6	40
9	70
12	100

Limitation to the Penalties

The contractor's aggregate liability to pay the penalties for failure to meet the above will not exceed 10% of the total contract amount inclusive of capital and O & M cost as given in the price schedule.

19. THE TENDER IS LIABLE TO REJECTION OUTRIGHT IF WHILE SUBMITTING:

1. The tenderer proposes any alteration in the work specified in the tender or in time allowed for carrying out work or any other unacceptable condition.
2. Any of the pages and pasted slips of the tender are removed and/or replaced.
3. All corrections and additions and pasted slips are not initialed by the tenderer.
4. The tenderer, does not sign and the signature/signatures (in case of firm each partner or power of attorney holder) is not witnessed by a respectable person in the space provided.

20. INCOME TAX

Income Tax at the rate in force will be recovered from the gross amount of each bill, whether for measured or advance payment of each bill, and/or secured advance.

21. BASIS OF CONTRACT

1. The work will be executed on **percentage basis**.

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2. No addition or alterations in the form of the tender or in the tender and no additions in the shape of special stipulation etc. are permitted. The tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable for summary rejection.
3. All pages of tender documents, conditions, specification and drawings etc. shall be initialed at lower left hand corner and signed where required in the tender papers by the tenderer, all partners in case of partnership firms or person holding a power of attorney authorizing him to sign on behalf of the partnership firms or person holding a power of attorney authorizing him to sign on behalf of the partnership before submission of the tender.
4. The City Engineer, Thane Municipal Corporation, Thane shall have the right to revise or to amend the contract documents prior to the date of receipt or opening of the tenders.
5. The Contractor shall make at his own expenses all preliminary arrangements including site clearance etc. immediately after the contract is awarded to him. He shall also arrange to get water supply connection from the local body and lay all distribution pipe lines, cocks; water meter etc. for water required for construction and drinking purposes and shall construct masonry tanks of sufficient capacity and at suitable place as directed for storage of water. All charges on this account and all bills for use of water as and when received shall be paid by the contractor promptly. If the local body refuses to supply water for some reasons or the other, the contractor shall make his own arrangements to get water from wells belonging to private owners or from some other sources and convey the same on site by suitable means and bear all expenses for use and conveyance of the same after entering into an arrangement with the owner.
6. Similarly the Contractor will have to make his own arrangement at his cost for supply of electricity to the camp and work site as may be necessary and he will not be entitled to any extra payment whatsoever in this regard.

22. Royalty Charges :

As per instruction issued vide P.W.D. Government of Maharashtra Resolution of Revenue and Forest Department No. Gaukhani-10/1009/CR-309/Kh (1) dated 11.2.2010 while framing estimate, royalty charges for the items of supply of materials like rubble metal, crush metal, soft murum/ hard murum, sand and soil shall be considered in the rate analysis of respective items as per actual rate and shall be recovered.

The contractor has to pay these charges directly to Revenue Department and original challans; permission document shall be produced to the concerned Executive Engineer. If contractor fails to produce these original document then royalty charges shall be recovered from contractor's bill.

23. ACCEPTANCE OF THE TENDER

Acceptance of the tender would be intimated to the Contractor by Email, Fax or otherwise either by the office competent to accept the tender or by City Engineer, Thane Municipal Corporation, Thane and such intimation shall be deemed to be an intimation of acceptance of tender, given by the authority competent to accept the tender.





1. GENERAL CONDITIONS OF CONTRACT

1.1 PROTECTION OF UTILITY SERVICES

Tenderer has to take care of all utility services. If the services are damaged, they are to be rectified by the tenderer at his own cost. Concern agencies will divert the service. Ducts are provided for services at regular intervals.

1.2 CONTRACTOR TO INFORM HIMSELF FULLY:

1.2.1 The Contractor shall be deemed to have carefully examined the work and site conditions land including labour, the general and the special conditions, the specifications, schedules, drawings and shall be deemed to have visited the site of 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 the department but without any guarantee and liability about it.

If he shall have any doubt as to the meaning of any portions of these general conditions or the special conditions or the scope of work or the specifications and drawing or any other matter concerning the contract he shall, in good time, before submitting his tender, set forth the particulars thereof and submit them to the City Engineer, Thane Municipal Corporation, Thane 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 any such authentic pre-clarification.

1.2.2 Errors, Omissions and Discrepancies:

- (a) In case of errors and/or disagreement between written and scaled dimensions on the drawing or between drawing and standard specifications etc.' the following order of preference shall supply.
- a. Between actual scaled and written dimension and description on a drawing the latter shall be adopted.
 - b. Between the written or shown description of dimension in the drawing and corresponding one in the specifications, the latter shall apply.
- (b) In all cases of omissions and/or doubts for any items or specification, a reference shall be made to the City Engineer, Thane Municipal Corporation, 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 through lack of such precaution.



1.2.3 Working Methods:

The contractor has to provide necessary diversion, barricading etc. at his own cost till the completion of work without any claim on the department. Contractor shall submit, within the time stipulated by the City Engineer in writing the details of actual methods that would be adopted by the contractor for execution of any item as required by Engineer at each of the locations supported by necessary detailed drawings and sketches including those of the Plant and Machinery that would be used, their locations, arrangement for conveying and handling material etc. and obtain prior approval of the Engineer-in-charge well in advance of starting of such item of work. The City Engineer reserves the right to suggest modification or make complete changes in method proposed by the Contractor, whether accepted previously or not, at any stages of work, in order to obtain the desired accuracy, quality and progress of work which shall be binding on the contractor and no claim on account of such changes in method of execution will be entertained by Government so long as specifications of the item remain unaltered.

1.2.4 Progress Schedule:

- (a) The contractor shall furnish within 3 days on receipt of order to start the work, a progress schedule in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up of materials, plant and machinery. **Failing which penalty Rs. 1000/- per day will be charged.** The schedule should be such as to be practicable of achievement towards the completion of the whole work in the time limit. The progress schedule will be scrutinized and approved with/without modifications by the City Engineer. No revised schedule shall be operative without such acceptance in writing. The City Engineer 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 will be responsible for maintaining the progress according to schedule laid down in Clause 2 of 'B-1' Tender Form. The progress schedule shall be in the form of Bar chart/C.P.M. chart or any other form prescribed by City Engineer.
- (b) The contractor shall furnish sufficient machinery and equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours restricted to one shift a day for operations to be done under the supervision shall be such as may be approved by the Engineer. Night work which requires supervision shall not be permitted except when specifically allowed by the City Engineer each time, if requested by the Contractor. The Contractor shall provide necessary lighting arrangements etc. for night work, as directed by the City Engineer at it his own cost.
- (c) Further the contractor shall submit the progress report of work at intervals of one month or as may be specified by the City Engineer.
- (d) The contractor shall maintain proforma charts, details regarding machinery, equipment, labour, materials, personnel etc. are actually employed and submit weekly report thereof or as may be specified by the City Engineer.

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1.2.5 Treasure Trove:

In the event of discovery by the contractor or his employees, during the progress of the work of any treasure fossils, mineral or any other article of value or interest, the contractor shall give immediate intimation thereof to the City Engineer and forthwith handover to the City Engineer such treasure things which shall be the property of the Thane Municipal Corporation.

1.2.6 Agent and Work Order Book:

The contractor shall himself manage the work or engage authorized all time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced Engineer shall be provided by the Contractor as his agent for technical matters in case City Engineer considers this as essential for the work and so directs the contractor He will take order as will be given by the City Engineer or his representative and shall be responsible for carrying, them out. This agent shall not be changed without prior intimation to the City Engineer or his authorized 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 numbers of contractor's supervisory staff and to order removal from work of any staff member. The Contractor shall comply with such orders and effect replacement to the satisfaction of City Engineer. A work order book shall be maintained on site and it shall be property of Thane Municipal Corporation, Thane and the contractor shall promptly sign orders given therein by City Engineer his representative on the work and comply with them. The compliance shall be reported by the contractor to the City Engineer in good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the Thane Municipal Corporation free of charge for this purpose. The contractor will be allowed to copy out instruction given therein from time to time.

1.2.7 Initial Measurement for Record:

Where for proper measurement of the work, it is necessary to have an initial set of levels or other measurement taken, the same as recorded in the authorized field book or measurement book of Thane Municipal Corporation by the City Engineer or his authorized representative and 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 City Engineer as to the basis of taking measurements, likewise the contractor will not cover any work which will render its subsequent measurements difficult or impossible, without first getting the same jointly measured by himself and the authorized representative of the City Engineer. The record of such measurements made by the department will be signed by the contractor and he will be entitled to have true copy of the same made at his cost. Whenever there is change in strata during actual execution in respect of item mentioned in tender then it will be the responsibility of the contractor to intimate this immediately to the Department and get the levels at the change of strata finalized before doing the further work.

1.2.8 Handing Over the Work:

All the work and materials, before finally taken over by department will be the entire liability of the contractor for guarding, maintaining and making good any damage of any magnitude interim payments made for such work will not alter this position. The handing over by the contractor and taking over by the City Engineer or his authorized representative will be always in writing, copies of

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which will be going to the City Engineer or his authorized representative and the contractor duly signed by both the parties.

1.2.9 Assistance in Procuring Priorities Permits etc.:

The City Engineer 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. when such are needed. The Thane Municipal Corporation will not be responsible for the non-availability of such facilities or delay in this behalf and no claim on account of such failures or delay shall be allowed by the Thane Municipal Corporation. The contractor shall have to make his own arrangement for machinery required for the work.

1.2.10 Samples and Testing of Materials:

- a. All materials to be used on the work such as Ready mix concrete, cement, lime, bricks, aggregates, steel, stones, asphalt, wood, tiles bitumen etc. shall be got approved in advance from the City Engineer or his authorized representative on work and shall pass the test or analysis
- b. The contractor shall establish a field laboratory at his cost for testing of construction material, compressive strength of concrete cubes, gradation & extraction test etc. for bituminous work etc. as per specifications and the instructions of the City Engineer or his authorized representatives on work.
- c. In addition the contractor shall at his risk and cost make all arrangements and/or shall provide for all such facilities as the City Engineer or his authorized representative on work may require for collecting, preparing and forwarding required number of samples for tests at T.M.C. laboratory or for analysis to the nearest approved laboratory and bear all charges and cost of testing. Such samples shall also be deposited with the City Engineer or his authorized representative on work.
- d. The contractor shall, if and when required, submit at his cost the samples of the materials to be tested or analyzed and if so directed, shall not make use of or incorporate in the works any material to be represented by the samples until the required test or analysis have been made and the materials finally accepted by the Engineer-in-charge.
- e. The contractor shall not be eligible for any claim or compensation either arising Out of any delay in the work or due to any corrective measure required to be taken on account of and as a result of testing of the materials.
- f. The contractor or his authorized representative will be allowed to remain present in the laboratory while testing the samples furnished by him.

1.2.11 Co-ordination:

When several agencies for different sub-works or the Project are to work simultaneously on the project site there must be full co-ordination and co-operation between different contractors to ensure timely and smooth completion of the project as a whole. The schedule dates for completion specified

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in each contract shall therefore, be strictly adhered to. Each contractor may make his independent arrangement for water, power, housing etc. if they so desire. On the other hand the contractors are at liberty to make mutual agreement in this behalf and make joint arrangement with the approval of City Engineer.

No single contractor shall take or cause to take any steps or action that may cause disruption discontent or disturbance of work, labour or arrangements etc. of other contractors in the project location. Any action by any contractor, which the City 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 City Engineer's decision regarding the co-ordination, co-operation and facilities to be provided by the contractors shall be final and binding on the contractor 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 grant for any claim or compensation.

1.2.12 Payments:

The contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour, scaffolding, machinery, supervision, electric charges, water supply charges, royalties, LBT, work contract tax and any other tax, and shall also include all expenses to cover the cost of night work if and when required and no claim for additional payment beyond the prices or rates quoted will be entertained.

Contractor will have to submit all relative data like levels, registers etc., required test reports, respective cross sections along with procedure of bill recording. Failing of which claim of payment will not be entertained.

Contractor should note that after claim of bill in above respective manner payment will be made positively within 30 to 45 days. No delay in start or continuation of further work shall be accepted due to lack of fund or delay in payment to the contractor.

1.2.12.1: Terms of Payments

Civil: As per actual work done at site.

Electromechanical:

Sr. No.	Stage of Progress	% to be released
1	On receipt of equipment/ material on site	75%
2	On erection /installation	15%
3	Testing, commissioning & successful completion & acceptance of Performance guarantee test	10%

1.2.13 Patented Device:

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

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1.2.14 Temporary Quarters:

The contractor shall at his own expenses maintain sufficient experienced supervisory staff and laborers etc. required for the work and shall make his own arrangement, provide housing for them with all necessary arrangements including the preventive measure etc. as directed by the City Engineer. No labour hutments shall be allowed within the work site.

1.2.15 Site Office for the Departmental Staff:

On receipt of the work order the contractor will have to erect readymade site chowky and laboratory in form of porta cabin/ container cabin. Before erecting the chowky and laboratory he shall have to obtain permission from the concern Executive Engineer and the Executive Engineer shall approve the site of the chowky and the laboratory proposed by the engineer or may allow another suitable site. The portable cabin/ container cabin shall preferably admeasure 12.2 x 2.5 m with 2 doors and proper ventilation. It should have toilet facility. This chowky should be exclusively for use of municipal staff only and should be installed before commencement of work. The chowky should be equipped with electric supply, fans, telephone arrangement, sufficient tables, chairs, water filter and cupboard with locking arrangement, Computer/Laptop with Internet Connection etc. No separate payment will be made for providing the chowky and ancillary items mentioned above. The site chowky and laboratory will have to be removed from the site, leaving the site clear of all materials within the period of 7 days from the date of completion of work. In case of failure to do so the chowky will be demolish without any intimation to the contractor at the risk and cost and no request for compensation will be entertained. Furniture like tables, chairs and cupboard Computer/Laptop will have to be handed over to Corporation after completion of work with no cost.

The contractor shall provide one vehicle (four wheeler) for the municipal staff for transportation from site to site.

1.3 SAFETY MEASURES AND AMENITIES:

1.3.1 Safety Measures:

The contractor shall take all necessary precautions for the safety of the workers and preserving their health while working in such job as require special protection and precaution. The following are some of the requirements listed though not exhaustive. The contractor shall also comply with directions issued by the City Engineer/on his behalf from time to time.

- 1.3.1.1 Providing protective footwear to workers, institutions like mixing and placing of concrete, cement mortar or bitumen mix in quarries and places where the work if done under too much wet conditions as also for movements over surfaces infested with oyster growth etc.
- 1.3.1.2 Providing protective head gear to workers, working in quarries etc. to protect them against accidental fall of materials from above.
- 1.3.1.3 Taking such normal precautions like providing hand rails at the edges of the floating platform or barges not allowing nails or metal parts or useless timber to spread around etc.



- 1.3.1.4 Supporting workmen with proper belts, ropes etc. when working on any masts, cranes, grabs, hoist, dredgers etc.
- 1.3.1.5 Taking necessary steps, towards training the workers concerned in the use of machinery before they are allowed to handle it independently and taking all necessary precaution in and around the areas where machine hoists and similar units are working.
- 1.3.1.6 Avoiding bare live wires etc. as it would electrocute.
- 1.3.1.7 Making all platforms, staging and temporary structures sufficiently strong so as not to cause inconvenience and risk to the workmen and supervisory staff.
- 1.3.1.8 Providing sufficient first aid, trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocation, drowning and other injuries.
- 1.3.1.9 Take all necessary precautions with regard to use of divers.
- 1.3.1.10 Providing full length gum boots, leather hand gloves with fire proof apron to cover the chest and back, reaching up to knees and protective goggles for the eyes to the labourers working with hot asphalt handling, vibrator in cement concrete and also where use of any or all these items is beneficial in the interest of health and well-being of the labourers in the opinion of the Engineer-in-charge.

1.3.2 Explosives:

The contractor shall at his own expenses construct and maintain proper magazines, if such are required for the storage of explosives for use in connection with works and such magazines being situated, constructed and maintained in accordance with Government Rules and relevant legal provisions as applicable. The contractor shall at his own expenses obtain such license or licenses as may be necessary for storing and using explosives. Notwithstanding that the location etc. for storage of explosives are approved by the Engineer-in-charge, TMC shall not be incurring any responsibility whatever in connection with storage and use of explosive on the site or any accident or occurrence whatsoever in connection therewith, all operations in or for which explosives are employed being at the risk of contractor and upon his sole responsibility and the contractor hereby gives to TMC an absolute indemnity in respect thereof.

1.3.3 Damage by Floods or Accidents:

The contractor shall take all precautions against damage by floods or from accidents 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 TMC lost or damaged by flood or from any other cause which is in his charge.

1.3.4 Relation with Public Authorities:

The contractor shall comply with all rules regulations by laws and directions given from time to time by any local or Public Authority in connection with this work and shall himself pay fees or charges which leviable on him without any extra cost to the Department.



1.3.5 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 requested by the contractor in writing. The full cost of such protections will be borne by the contractor.

1.3.6 Indemnity:

The Contractor shall indemnify the Thane Municipal Corporation 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 Department in consequence of any suit or action being brought against the contractor for anything done or committed to be done during execution of the work of this contract.

1.3.7 Labour and General Laws:

Labour Regulations:

- 1.3.7.1 The contractor shall employ labour sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the City Engineer.
- 1.3.7.2 The contractor shall not employ in connection with the works any person who has not completed his eighteenth year of age.
- 1.3.7.3 The contractor shall furnish to the City Engineer fortnightly distribution return of the number and description by trades of works people employed on the works.
- 1.3.7.4 The contractor is required to report immediately to the City Engineer any accident or unusual occurrence connected with the work and how he/they acted upon. The contractor shall also submit to City Engineer a true statement in above respect on every second half of the preceding month and the first half of the current month.
- (1) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury cause by them
and
- (2) The number of female workers who have been allowed benefit under Maternity Benefit Act, 1961 or Rules made thereunder and the amount paid to them.
- 1.3.7.5 The contractor shall pay to the labour employed by him either directly or through sub-contractor wages not less than fair wages as defined in the contract labour regulations as contained hereinafter in regards to all matters provided therein.
- 1.3.7.6 The contractor shall comply with the provisions of the payment Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1937, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, the contract Labour (Regulation & Abolition) Act, 1970, and the Interstate Migrant workman (Regulation of



employment and conditions of service) Act, 1979, or any modification thereof or any other law relating thereto and rules made thereunder from time to time.

1.3.7.7 The contractor shall indemnify Thane Municipal Corporation payments to be made under and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnify from his sub-contractors.

1.3.7.8 The decision of the City Engineer in matters relating to the reports from the Inspecting Officers, as defined in "Contractor Labour Regulation" (Contained hereinafter) shall be final and binding and deductions for recovery of any liquidated damages in this respect may be made from any amount payable to the contractor.

1.3.8 Model Rules for Labour Welfare:

The contractor shall at his own expenses comply with or cause to be complied with the Model Rules for Labour Welfare as contained hereafter or rules framed by Department from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer in-charge shall be entitled to do so and recover the cost thereof from the contractor.

1.3.9 Safety Code:

The contractor shall at his own expense arrange for the safety provisions indicated hereafter or as required by the City Engineer in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid the City Engineer shall be entitled to do so and recover the cost thereof from the contractor.

1.3.10 Nuisance:

1.3.10.1 The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the site and to the public generally.

1.3.10.2 The contractor shall save, harmless and indemnify the Department in respect of all claims, demands, proceedings damages, costs, charges and expenses what so ever arising out of or in relation to any such matters in so far as the contractor is responsible therefor.

1.3.11 Contract Labour Regulations:

1.3.11.1 Definitions:

In these regulations unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them.



- a) Labour would mean "Workmen" as defined in Chapter-I of the Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time.
- b) "Fair Wage" means Wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work after taking into consideration prevailing market rates for similar employments in the neighborhood and shall not be less than the minimum rates of wages fixed under the minimum Wages Act.
- c) "Contractor" for the purpose of these Regulations shall include an agent or subcontractor employing labour on the work taken on contract.
- d) "Inspecting Officer" means any Labour Enforcement Officer, or Assistant Labour Commissioner of the Chief Labour Commissioner Organization.
- e) "Form" means a form appended to these Regulations.

1.3.12 Notice and Commencement:

The contractor shall within seven days of commencement of the work, furnish in writing to the Inspection Officer of the area concerned, the following information under intimation to the Engineer-in-charge.

- a. Name and situation of the work.
- b. Contractor's name and address.
- c. Particulars of the Department for which the work is undertaken.
- d. Names and Addresses of sub-contractors as and when they are appointed.
- e. Commencement and probable duration of the work.
- f. Number of workers employed and likely to be employed.
- g. "Fair Wage" for different categories of workers.

- a) Number of hours of work which shall constitute normal working day:

The number of hours which shall constitute a normal working day for an adult shall be nine hours. The working day for an adult worker shall be so arranged that inclusive of intervals, if any, for rest shall not spread over more than twelve hours on any day. When an adult worker is made to work for more than nine hours on any day or for more than forty eight hours in any week he shall in respect of overtime work be paid wages at double the ordinary rate of wages.

NOTE: The expression ordinary rate of wage means the fair wage the worker is entitled to.

- b) Weekly day of Rest:

Every worker shall be given a weekly day of rest which shall be fixed and noticed at least ten days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day on one of the five days immediately before or after the rest, provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.



Where in accordance with the foregoing provision a worker works on the rest day and has been given a substitute rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

1.3.13 Display of Notice regarding Wages Weekly Day of Rest etc.

The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notices in English and in a local Indian Language spoken by majority of workers, giving the rates of fair wages, the hours of works for which such wages are payable, the weekly rest day workers are entitled to and name and addresses of the Inspecting Officer. The contractor shall send a copy of each of such notice to the Inspecting Officer.

1.3.14 Fixation of Wage Periods:

The Contractor shall fix wage periods in respect of each wages that shall be payable. No wage period shall normally exceed one week.

1.3.15 Payment of Wages:

- a) Wages due to every worker shall be paid to him directly. All wages shall be paid in current coins or currency or in both.
- b) Wages of every workers employed on the contract shall be paid, where the wage period is the week within three days from the end of the wage period, and in any other case before the expiry of the seventh day or tenth day from the end of the wage period according as number of workers does not exceed one thousand or exceeds one thousand, respectively.
- c) When employment of any worker is terminated by or on behalf of the Contractor, the Wages earned by him shall be paid before expiry of the day, succeeding the one on which his employment is terminated.
- d) Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period, in which case final payment shall be made at the work site within eight hours of last working day and during normal working time.

NOTE: The term "working day" means a day, on which, labour is employed and work is in progress.

1.3.16 Register of Workmen:

A Register of workmen shall be maintained in Form-1 and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within three days of his employment.

1.3.17 Employment Card:

The Contractor shall issue an employment card in Form-II each worker on the day of worker's entry into his employment. If a worker has already any such card with his issued by the previous employer, the Contractor shall clearly endorse that employment card with relevant entries. On termination of



employment the employment card shall be again endorsed by the Contractor and returned to the worker.

1.3.18 Register of Wages etc.:

- a) A Register of wages cum muster roll in Form-II shall be maintained and kept at the work site as near as possible.
- b) A wage slip Form-IV shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

1.3.19 Fine and Deductions which may be made from wages:

Wages of workers shall be paid to him without any deductions of any kind except the following:-

- a) Fines.
- b) Deductions for absence from duty i.e. from the place or the places where by the term of his employment he is required to work. The amount of deduction shall be proportionate to the period for which he was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed persons for custody or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default.
- d) Deductions for recovery of advances or for adjustment of every payment of wages. Advance granted shall be entered in a register and
- e) Any other deduction which the Department may from time to time allows.
 - a. No fines shall be imposed on any worker save in respect of such act and omission on his part as have been approved of by the Chief Labour Commissioner.
 - b. No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions in writing.
 - c. The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount due to him in respect of that wage period.
 - d. No fine imposed on a worker shall be recovered from him in installments or after expiry of sixty days from the day on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or commissions in respect of which it was imposed.
 - e. The Contractor shall maintain both in English and the local Indian Language a list, approved by the Chief Labour Commissioner clearly stating the acts and commission



for which penalty or fine may be imposed on a workmen and display it in good condition in a conspicuous place on the work site.

1.3.20 Preservation of Registers

The register of workman and the register of wages cum muster roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.

1.3.21 Enforcement:

- a. The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations and send a report to the City Engineer specifying the amounts representing workers dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, including full details of the recoveries proposed and the reasons therefore. It shall be obligatory on the part of the City Engineer on receipt of such a report to deduct such amounts from payments due to the Contractor.
- b. The penalty for every default and breach of these Regulations shall, however be a sum not exceeding Rs. 5000/-. In the event of the Contractor's default continuing in this respect, the penalty may be enhanced to Rs. 50/- per day for each day default subject to maximum of one percent of the estimated cost of the work put to tender.

1.3.22 Disposal of amount recovered from the Contractor:

The City Engineer shall arrange payment to workers concerned within 46 days from receipt of report from Inspecting Officer except in cases where the Contractor has made an appeal under Regulation 15 of these Regulations. In case where there is an appeal payment of worker's dues would be arranged by the City Engineer wherever such payments arise, within 30 days from the date of receipt of the decision of the Regional Labour Commissioner (R.L.C.).

1.3.23 Welfare Fund:

All moneys that are recovered by the City Engineer by way of worker's dues which could not be disbursed to workers within the time limit prescribed above, due to reasons Such as where about of workers not being known, death of a worker etc., and also amounts recovered as penalty shall be credited to a fund to be kept under the custody of R.L.C. for Such benefit and welfare of workmen employed by Contractors are prescribed by the Chief Labour Commissioner.

1.3.24 Appeal against decision of Inspecting Officer

Any persons aggrieved by decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner concerned within 30 days from the date of the decision forwarding, simultaneously a copy of his appeal to the City Engineer. The decision of the Regional Labour Commissioner shall be final and binding upon the contractor and the workmen.



1.3.25 Representation of Parties:

- i) A workmen shall be entitled to be represented in any investigation or enquiry under the regulations by an officer or a registered trade union of which he is a member or by any Officer or a federation of trade union to which the said trade union is affiliated or where the workmen is not a member of any registered trade union, by an officer of a registered trade union connected with or by any other workmen employed in the industries in which the workmen is employed.
- ii) A Contractor shall be entitled to be represented in any investigation or/enquiry under these regulations by an officer of an Association of Contractors of which he is a member or by a an officer of a federation or Associations of contractors to which the said Association is affiliated or where the contractor is not a member of an association by an Officer of association of employers, connected with or by any other employer engaged in the industries in which the contractor is engaged.
- iii) No party shall be entitled to be represented by legal practitioner in any investigation or enquiry under these regulations.

1.3.26 Inspection of Books and other Documents:

The Contractor shall allow inspection of the registers and other documents prescribed under these regulations by Inspecting Officer and the City Engineer his authorized representative at any time and by the worker or his agent no receipts of due notice at a convenient time.

1.3.27 Amendments:

Thane Municipal Corporation may from time to time add to or amend these regulations and issue such directions as it may consider necessary for the proper implementation of these regulations or for the purpose of removing any difficulties which may arise in the administration thereof.

1.3.28 Definitions:

- a) Work Place:

“Work Place” means a place at which on an average 20 or more workers are employed.

- b) Large workplace:

“Large Work Place” means a place at which on average 500 or more workers are employed.

1.3.29 First Aid:

At every work place, there shall be maintained in a readily accessible place first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the factory rules of the State in which the work is carried on. The appliance they shall be placed under the charge of responsible person who shall be readily available during working hours.

At large work places where hospital facilities are not available within easy distance of the works, first-aid posts shall be established and be run by a trained compounder.

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Where large work places are remotely situated and far away from regular hospitals indoor wards shall be provided with one bed for every 250 employees.

Where large work places are situated in cities, towns or in their suburbs and no bed are considered necessary owing to the proximity of city to town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to those hospitals. At other work places some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large work places there shall be provided and maintained an Ambulance room of the prescribed size of such medical and nursing staff as may be prescribed. For this purpose the relevant provisions of the Factory Rules of the State Government of the Area where the work is carried on may be taken as the prescribed standard.

1.3.30 Accommodation for Labour:

The Contractor shall during the progress of the works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expenses and to standards and scales as approved by the City Engineer.

1.3.31 Drinking Water:

In every working places there shall be provided and maintained at suitable places, easily accessible to labour a sufficient supply of cold water fit for drinking. Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where drinking water shall be stored.

Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution where water has to be drawn from an existing well, which is in proximity of latrines, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.

A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

1.3.32 Washing and Bathing Places:

Adequate washable and bathing places shall be provided separately for men and women. Such places shall be kept in a clean and drained condition.

1.3.33 Scale of Accommodation in Latrines and Urinals:

There shall be provided within the premises of every work place, latrines and urinals in an accessible place, and the accommodation separately for each of these, shall not be less than at the following scales.

		No. of Seats
(a)	Where number of persons does not exceed 50.	2
(b)	Where number of persons exceeds 50 but does not exceed 100.	3
(c)	For additional persons per. 100 or part thereof.	3

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In particular cases, the Engineer-in-charge shall have the power to vary the scale, where necessary.

1.3.34 Latrines and Urinals:

Except in work places provided with water flushed latrines connection with a water borne sewage system, all latrines shall be provided with receptacles on dry earth system which shall be cleared at least four times daily and at least four times daily and at least twice during working, hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

If Women are employed, separate latrines and Urinals, screened from those for men and marked in the vernacular in conspicuous letters, "FOR WOMEN ONLY", shall be provided on the scale laid down in rule 6. Those for men should be similarly marked "FOR MEN ONLY". A poster showing the figures of a man and of a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water close to latrines and Urinals.

1.3.35 Construction of Latrines:

Inside wall shall be constructed of masonry or other nonabsorbent materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection, latrines shall have at least thatched roof.

1.3.36 Disposal of Excreta:

Unless otherwise arranged for by the local sanitary authority arrangement for proper disposal of excreta by incineration at the work place shall be made by means of suitable incinerator approved by the local medical, health and municipal authorities.

The Contractor shall, at his own expenses, carry out all instructions issued to him by the City Engineer to effect proper disposal of excreta and other conservancy work in respect of contractor's work people or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by municipal authority for execution of such work on his behalf.

1.3.37 Provision of Shelter during Rest:

At every work place there shall be provided free of cost four suitable sheds, two for meals and two others for rest separately for use of men and women labour. Height of each shelter shall not be less than 3 meters from floor level to lowest part of the roof Shed shall be kept clean and the space provided shall be on the basis of at least 0.5 sq. meters per head.

1.3.38 Creches:

At a place at which 20 or more women workers are ordinarily employed, there shall be provided at least one hut for use of children under the age of six years.

Huts shall not be constructed of a standard lower than that of thatched roof, mud floor and walls with wooden planks spread over mud floor and covered with matting. Huts shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two "Dais" in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health and municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.

Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one Hut, one Dai to look after the children of women workers, size of the creche(s) shall vary



according to the number of women workers employed. Creche(s) shall be properly maintained and necessary equipment like toys etc., provided.

1.3.39 Canteen:

A cooked food canteen on a moderate scale shall be provided for the benefit of Workers wherever it is necessary.

Planning sitting and erection of the above mentioned structures shall be approved by the City Engineer and the whole of such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the City Engineer and at the Contractor's expenses. The Contractor shall conform Generally to sanitary requirements of local medical, health and municipal or cantonment authorities and at all times adopt, such precautions as may be necessary to prevent soil pollution of the site. On completion of the works the whole such temporary structures shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively scaled off and the whole of site left clean and tidy to the entire satisfaction of the City Engineer at the Contractor's expenses.

1.3.40 Anti-Malarial Precautions:

The Contractor shall, at his own expenses, conform all anti-malarial instructions given to him by the Engineer-in-charge, including the filling up of any borrow pits which may have been dug by him.

1.3.41 Nothing payable for extra facilities:

These are minimum facilities required to be provided. If the contractor gives any extra facility, the Thane Municipal Corporation will not compensate him for that.

1.3.42 Enforcement:

The inspecting Officer or any other officer nominated in this behalf by the City Engineer shall report to the City Engineer all cases of failure to comply with the provisions of these Rules either wholly or in part, specifying the penalties to be levied for such breach of these provisions.

1.3.43

The sum to be levied as penalty shall, however, be fixed in accordance with provision of clause 13(ii) of safety code.

1.4 DEFINITIONS:

Unless excluded by or repugnant to the context.

- a. The expression "TMC" as used in the tender papers shall mean the Thane Municipal Corporation, Thane.
- b. The expression "Department" as used in the tender papers shall mean the Drainage Department of the Thane Municipal Corporation, Thane.
- c. The expression "City Engineer" as used anywhere in the tender papers shall mean City Engineer, of the Drainage Department, Thane Municipal Corporation Thane who is designated as such for the time being in whose jurisdiction the work lies or the officer to whom the function of the City Engineer may be subsequently transferred.



- d. The expression Plant as used in the tender papers shall mean every machinery necessary or considered necessary by the City Engineer to execute; construct complete and maintain the works and used in altered, modified, substituted and additional work, ordered in the time and manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used therefor.
- e. "Drawing" shall mean the drawings referred to in specifications and any modifications of such drawings approved in writing by Engineer and such other drawings as may from time to time be furnished or approved in writing by the City Engineer.
- f. "City Engineer's Representative" shall mean an assistant of the City Engineer i.e. rank of Executive Engineer who will be called as Engineer-in-charge of work notified in writing to the Contractor by the City Engineer.
- g. 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 place which may be allotted by Thane Municipal Corporation or used for the purpose of contract.
- h. 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.
- i. The "Contract" shall mean the notice of tender, the quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, priced schedule/bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- j. The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firm or company as the case may be and permitted, assigns of such individual or firm or company.
- k. The "Contract sum" shall mean the sum for which the tender is accepted.
- l. A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- m. A "Week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- n. "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and unprecedented floods over which the contractor has no control.



- o. "Temporary works" shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- p. "Urgent works" shall mean any measures which, in the opinion of the City Engineer, 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.
- q. Where the context so requires, word importing the singular number only also include the plural number and vice-versa.
- r. Wherever there is mention of "Schedule of Rates" or simply D.S.R. or Schedule Rates in this tender it will be taken to mean as "The Schedule of the rate of T.M.C. DRAINAGE Dept., Thane.

1.5 LEVELLING INSTRUMENTS:

If measurements of items of the work are based on volumetric measurements calculated from levels taken before and after construction of the item, a sufficient number of leveling instruments, staffs, tapes etc. will have to be kept available by the contractor at the site of work for this purpose including theodite. All instruments must be kept as site available for use to TMC staff. Lack of such levelling instruments, staffs, tapes etc., in required numbers may cause delay in measurements and the work. The contractor will therefore to keep sufficient number of these readily available at site.

1.6 COLLECTION OF MATERIALS:

- a. The contractor or piece worker shall make his own arrangements to obtain the material from existing or a new quarries but before starting collection the quarry shall be got approved by the City Engineer or his representatives. The contractor or piece worker shall pay all royalty charges, compensation etc. No claims or responsibility on account of any obstructions caused to execution of the work by difficulties arising out of private owners of land will be entertained.
- b. No material shall be removed from the adjoining land without the written permission of the City Engineer or his authorized representative. If any material is unauthorized obtained from such places, the contractor or piece worker shall have to make good the damage and pay such compensation, in addition as may be decided by the City Engineer and will have to stop further collection.
- c. Any material that falls on any Thane Municipal Corporation Road from the carting truck or other plant etc. during, conveyance shall be immediately picked up and removed by the contractor or piece worker, failing which it shall remove departmentally at contractors cost. No heap shall be left prior to stacking even temporarily on the road surface or in any way so as to cause any obstruction or danger to the traffic. The contractor or the piece worker shall be liable to pay claims or compensation etc. arising out of any accident etc. Any such materials causing obstruction or danger etc. will be got removed departmentally at his cost and no claims for any loss or damage to the material thus removed will be entertained. The contractor shall also be responsible for the damage or accident etc. arising out of any material



that falls on the road or track not in charge of the department and shall attend to any complaints which may be received.

- d. The materials shall not be collected in place where it is liable to be damaged or lost due to traffic passing over it, to be washed away by rain or floods, to be buried under the land slide etc. or to slip down of embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained.
- e. Rubble/metal shall be free from all earth, rubbish, vegetable matter and other extraneous substances and in the case of metal, screened to gauge, if so directed when ready, it shall be collected entirely clear of the roadway, on ground which has been cleaned of vegetation and levelled.
- f. The size of the stacks like rubble shall be of such size as may be directed by the City Engineer and all stacks shall be of the same uniform size and shall be uniformly distributed over whole lengths.
- g. The representative of the Engineer-in-charge shall supply the contractor with statement showing Sub Km., wise quantities that will be required in the order in which the utilization is to be done. Any excess quantity shall be removed at the expenses of the contractor before the material in the length is finally measured.
- h. If directed, the material shall be collected in the following order according to availability of space: (1) Rubble (2) Metal (3) Soft Murum (4) Hard Murum, hard murum shall be collected on the side opposite to that on which soft murum has been collected. Similarly metal collected for petty repairs shall be stacked on the opposite to metal for new layer.
- i. All road materials shall be examined before it is spread. The labour for measurements (and check measurements wherever carried out) shall be supplied by the contractor or piece worker. If the contractor or piece worker fails to attend the measurements of material after receiving the notice from the Engineer's representative or his subordinate stating date and time of intention of measuring the work, the work shall be measured ex-parte and no complaint in this respect will be entertained later on. If the contractor or piece worker fails to supply sufficient labour or the materials required at the time of measurements or check measurement, after due notice has been given to him, the expenses incurred on account of employing departmental labour or material etc. shall be charged against his account.

1.7 MISCELLANEOUS

- 1.7.1** Rates / Price shall be inclusive of Work Contract Tax, Sales Tax, Service Tax and all other taxes, duties, royalties etc. and LBT as stated in para 3.2.12 of this chapter.
- 1.7.2** In case it becomes necessary for the due fulfillment of contract for the contractor to occupy land outside the department limits, the contractor will have to make his own arrangements with the land owners and to pay such rent if any payable as mutually agreed between them.



- 1.7.3** The special provision in detailed specifications or wording of any item shall gain precedence over corresponding contradictory provision, (if any), in the M.O.S.T. specifications, the Maharashtra P.W.D. Standard specifications where reference to such specifications is given without reproducing the details in contract.
- 1.7.4** It is presumed that the contractor has gone carefully through the M.O.S.T. specifications Maharashtra P.W.D, Standard specifications, IRC specifications, and the schedule of rate and studied the site condition before arriving at rates quoted by him. Decision of the City Engineer shall be final as regards interpretation of specification.
- 1.7.5** The collection and storage of construction materials at site shall be in such a manner as to prevent deterioration 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 or with suitable barricades and where there is likely hood of subsidence of soil; such heavy materials shall be stored on paved platforms.
- 1.7.6** The contractor shall be responsible for making good the damages done to the existing property or work during construction by his men.
- 1.7.7** 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.
- 1.7.8** 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.
- 1.7.9** 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 there under 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 Condition of Contract.
- 1.7.10** 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 in the schedule will be carried out or required or that they will not be exceeded or reduced.
- 1.7.11** All measurements will be made in accordance with the methods indicated in the specifications and read in conduction with the General Conditions of Contract and as elaborated in the Technical specifications, incorporated in the tender document.
- 1.7.12** The details shown on drawing and all other information pertaining to the works shall be treated as indicative and provisional only and these are liable to variation as found necessary while preparing working drawing which will be prepared and submitted by contractor to Thane Municipal Corporation. The contractor shall not, on account of such variation be entitled to any increase over the already quoted rates in the tender which are on quantity basis.

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- 1.7.13** Protection of underground telephone cable and aerial telephone wires and Poles, transmission towers, electrical cables and water supplying lines is the responsibility of the contractor.
- 1.7.14** During the execution of work, it is likely that the contractor may meet with telephone cable, electrical cables, water supply lines, effluent pipe line, oil pipe line 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 City Engineer by the contractor and also to the concerned Department. Any damage whatsoever done to these cables and pipe lines by the Contractor shall be made good by him at his cost.
- 1.7.15** The work has to be executed true to line, levels, etc. The contractor shall provide sufficient surveying and mathematical instruments etc. and technical personnel so as to ensure quality of work strictly as per specifications.
- 1.7.16** The contractor shall submit PERT programme as well as detailed Bar Charts clearly showing duration and inter dependability of all activities for completion of work depending upon site problems and review the same at very close intervals of 15 days to a month. The PERT programme and Bar charts shall detail gainful employment of mobilization and for their flexibility depending upon availability or otherwise of work front.
- 1.7.17** There shall be sufficient documentation of the work in the form of test records, registers, challans survey records of levels, photographs etc. at the cost of contractor. The contractor shall provide necessary registers for recording test results jointly, forms, stationary etc. at his cost. All the test results in field and in the laboratory shall be signed by representative of contractors.
- 1.7.18 Submission of Bills by Contractor :**
- The contractor shall submit monthly bills for measured quantities duly supported with joint measurements along with copies of records of test results for frequency as per specifications, use of delivery challans from plant to site etc. The Executive Engineer shall check the bills, and measurements submitted by the contractor and submit the bills after joint measurements duly signed by contractor.
- 1.7.19** All the bench marks/chainage marks shall be painted and preserved till two years after completion of work by the contractor at his cost.
- 1.7.20** Approval to Material in Writing and Preservation of Samples For all the items first samples must be got approved from the Engineer-in-charge. Approved samples shall be preserved in sealed plastic containers at the site office in cupboard. No work shall be done unless approval in writing is given by the Engineer-in-charge for quality of material to be used. No sub-standard work will be accepted and it will stand rejected if it does not meet specifications.
- 1.7.21** Posting of Qualified/Experienced Engineers on Site:



The contractor shall post sufficient number of experienced Engineers on site. Engineers to be appointed on site shall be with approval of Engineer-in-Charge of the work from T.M.C. The contractor shall appoint at least three Engineers (Out of which at least one shall be a graduate Civil Engineer and one graduate engineer in Electrical & Mechanical of minimum 10 years' experience) and sufficient qualified supervisors for day to day quality and quantity control, checking at all stages.

1.8 SETTING OUT

The Contractor shall provide free of charge all labour and material and instruments required for setting out, surveying, inspection decided by the City Engineer as considered necessary for the proper and systematic execution of the work.

The department will only show the plot area for sewage treatment plant and its allied works, and it will be the responsibility of the contractor to do the setting out for treatment plant and its allied works correctly. The Department will render necessary assistance. Likewise, only one Bench Mark with definite value of R.L. will be shown to the contractor, who shall have to provide for a network of temporary bench marks for executing the work. The contractor shall be responsible for the provision, accuracy and maintenance of temporary Bench Marks. He shall be responsible for the correctness of the position, levels, dimensions and alignments of all parts of the works and provisions of necessary instruments and labour in connection with suitable pointed bamboos or wooden stacks shall be provided at his cost. Any errors in position, levels, dimensions and alignment, etc. shall be rectified, by contractor at his expenses. The checking or inspection of any setting out of any line or level or work by City Engineer or his representative shall not in any way relieve the contractor of his responsibility for correctness thereof. The contractor shall carefully protect and preserve all bench marks; side rails pegs and stones etc., as directed by the City Engineer or his representative.

1.9 PRIORITIES OF WORK TO BE EXECUTED:

Priorities for items to be executed shall be determined periodically keeping in view the final time limit allowed for the work.

1.10 HANDING OVER OF WORK

All the works and materials before finally taken over by Thane Municipal Corporation will be the entire liability of the contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments made for such work will not alter this position. The handing over by the contractor and taking over by the city engineer or his authorized representative will be always in writing of which copies will go to the city engineer 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.

1.11 DISPUTES AND ARBITRATION

1.11.1 No Arbitration is allowed.

1.11.2 In case of disputes or difference of opinion arising between the City Engineer and the Contractor, the Contractor shall refer the matter to the Commissioner through the City



Engineer with an advance copy to the Commissioner and the decision of Commissioner will be final in this case.

1.12 TESTS

- 1.12.1** The contractor shall at his own cost arrange to carry out all tests of materials which are to be used on the work. The tests will have to be carried out either in the field laboratory or in T.M.C laboratory. Routine Test shall mean testing of aggregates for gradation flakiness index, impact value, binder content and field density etc.
- 1.12.2** Department will also carry out some of above mentioned tests independently in laboratory and testing charges thereof will be borne by the contractor. Also the work portion where test results are not satisfactory will have to be removed and redone at the cost of the contractor.
- 1.12.3** In case of materials procured by the Contractor, testing as required by the codes and specifications, the same shall be arranged by him at his own cost. Testing shall be done in the presence of an authorized representative of the City Engineer at the nearest approved Laboratory. If additional testing other than as required by specification is ordered, the testing charges shall be borne by the contractor.
- 1.12.4** 10 % of the rate of the item shall be withheld and shall be released only after receipt of satisfactory test results whenever specified.

1.13 FINAL BILL:

- 1.13.1** The contractor should submit final bill within one month after completion of the work and the same will be paid within 6 months if it is in order. Disputed items and claims, if any shall be excluded from the bill and settled separately later on.
- 1.13.2** Bills for extra work or for any claim shall be paid separately apart from the interim bills for the main work. The payment of bills for the main work shall not be withheld for want of decision on the extras on claims not covered in the stipulation of the contract.
- 1.13.3** Claims for extra work shall be registered within 30 days of occurrence of the event. However, bills for these claims including supporting data/details may be submitted subsequently to the City Engineer.

All the items are deemed to be included in the scope of work. There shall not be any extra item for the contract.

1.14 ELECTRIC POWER:

- 1.14.1** Arrangements for obtaining Electric Power connection during construction period will have to be made by the contractor at his own cost.



1.15 PRELIMINARY ARRANGEMENTS

The Contractor except as provided in schedule "B" which follows, shall, if necessary construct, temporary roads and maintain these in proper condition till the completion of the work at his own cost. If necessary, he shall also, at his own expenses make necessary arrangements for acquisition of land required by him in connection with execution of the work.

The Contractor shall have to make at his own cost all preliminary arrangements for labour, water, electricity and materials etc., immediately after getting the work order. No claim for any extra payment or application for extension of time on the grounds of any difficulty in connection with the above matter will be entertained.

The contractor shall at his own expenses engage security agency/watchman for guarding the materials and plants and machinery and the work during day and night against any pilferage or damages and also for prohibiting trespassers or damage to them.

The Contractor shall have to make his own arrangements for water required for construction and for any other purpose.

1.16 INSPECTION

1.16.1 The contractor shall inform the City Engineer 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 City Engineer shall have certified in writing to that effect. No approval of materials or workmanship or approval of part of the work during the progress of execution shall bind the City Engineer 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 alternations and modifications or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfaction.

1.16.2 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.

1.16.3 The contractor after completion of work shall have to clean the site of all debris and remove all unused materials other than those supplied by the Department and all plant and machinery, equipment, tools etc., belonging to him within one month from the date of completion of the work, or otherwise the same shall be removed by the Department at his cost and the contractor shall not be entitled for payment of any compensation for the same.

1.17 AUTHORITIES TO THE CITY ENGINEER REPRESENTATIVE

1.17.1 The City Engineer may from time to time, in writing delegate to his representative any powers and authorities vested in the City Engineer and shall furnish to the contractor a copy of all such delegations of powers and authorities. Any written instructions of approval given by the



representative of the City Engineer to the contractor within the terms of Such delegations (but not otherwise) shall bind the contractor and the department as though it had been given by the City Engineer provided always as follows :-

- 1.17.2** Failure of the representative of the City Engineer to disapprove any work or materials shall not prejudice the power of the City Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- 1.17.3** If the contractor is dissatisfied with any decision of the representative of the Engineer-in-charge, he shall be entitled to refer the matter to the City Engineer, who shall there upon confirm reverse or vary such decision.

1.18 EXCEPTED RISKS

- 1.18.1** The contractor shall be under no liability whatsoever by way of indemnity or otherwise for or in respect of destruction of or damage to the works (save work condemned under the provisions of specifications and conditions of this tender prior to the occurrence of any excepted risk hereinafter mentioned) or temporary works or to property whether of the Department or third parties or in respect of injury or loss of life which is the consequence whether direct or indirect, war hostilities (whether war be declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or military of usurped power, civil war or riot, commotion or disorder otherwise than among the contractor's own employees or his piece worker and sub-agencies (hereinafter comprehensively referred to as "the said excepted risks") and the Department shall indemnify and save harmless the contractor against and from the same and against and from all claims, demands, proceedings, damages, costs charges and expenses, whatsoever arising there out or in connection therewith and shall compensate the contractor for any loss of or damage to property of the contractor used for intended to be used for the purpose of the works and laying at site of work and occasioned either directly or indirectly by the said excepted risks.
- 1.18.2** If the works sustain destruction or drainages by reasons of any of the said excepted risks, the contractor shall be entitled to payment for any permanent works and for any materials so destroyed or damaged and shall be paid by the department the cost of making good tiny such destruction or damages whether to the works or Temporary works and for replacing,, or making good Such materials so far as may be necessary for the completion of the works on a prime costs basis as the City Engineer may certify to be reasonable. The contractor shall lodge his claim, in writing, supported by City Engineer immediately, but not later than 30 days of such occurrence of damage to works by excepted risk.
- 1.18.3** Destruction, damage injury or loss caused by the explosion or impact whenever and wherever occurring of any mine, bomb, shell, grenade or other projectile missile or ammunition or explosive or was resulting from action described in 3.18.1 above shall be deemed to be a consequence of the said Excepted Risks.

1.19 ADDITIONAL WORKS SPECIFICATIONS

- 1.19.1** The whole work shall be carried out strictly in accordance with the approved detailed drawings (unless otherwise directed) description of the items, detailed specifications of P.W.D. standard specification books.



1.19.2 While adopting the relevant number and pages for different items of the P.W.D. Standard Specification Books, due care has been taken to indicate correct number and page for the various items. However if for some reasons or other it is noticed that the specification numbers and pages quoted are not pertinent, the contractor is bound to carry out the work in accordance with the correct relevant specifications for the item or items from the standard specification Book, after taking into account the description of the items, scope and spirit of the work.

1.19.3 During the course of the execution, payment for certain items such as R.C.C. works and the like which are done in stages, shall be made at part rates which shall be decided by the City Engineer. Similarly in case if certain component or components of an item are decided to be deleted, payment for the remaining parts of the items shall be made at reduced rates for such items which shall be decided by the City Engineer, either on the basis of market rates or schedule rates or accepted tender rates whichever are lowest for such component or components.

1.19.4 It is to be definitely and clearly understood that the specification stipulated shall be rigidly enforced and no relaxation shall be allowed. Extra charges or claims in respect of extra works shall not be entertained unless they are clearly outside the scope of the item and its specifications to which they relate or unless such works are ordered in writing by the City Engineer and claimed for in specified manner before the same is taken in hand.

1.20 CONTRACTOR'S LIABILITY AND INSURANCE

1.20.1 From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking, precaution to prevent loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works shall be in good order and condition and in conformity in every respect with requirements of the contract and instructions of the City Engineer.

1.20.2 Without limiting his obligations and responsibilities under clause 25.2 the contractor shall insure in the joint name of the Thane Municipal Corporation and the contractor against all loss or damage from whatever cause (other than the Excepted Risks) for which he is responsible under the terms of the contract and in such manner that the Thane Municipal Corporation and the contract are covered during the period of construction of the works and the defects liability period for loss or damage arising from a cause occurring prior to the commencement of the damage caused by the Contractor in the course of any operation carried out by him for the purpose of complying with his obligations under clause 20 of Printed B-1 Tender Form (regarding Defect Liability).

i) The works and the temporary works to the full value of such works executed from time to time.

1.20.3 The materials, constructional plant and other things brought to site by the contractor to the full value of such material, constructional plant and other things.



- 1.20.4** The Contractor shall indemnify and keep indemnified the Thane Municipal Corporation against all losses and claims for injuries or damages to any person of contractor & TMC supervising the work or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, accidents, costs, charges and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the contractor liable for in respect of or to indemnify the Department against any compensation or damage caused by "EXCEPTED RISKS".
- 1.20.5** Before commencing execution of the work, the contractor shall, without in anyway limiting his obligations and responsibilities under the conditions, insure against any damage, loss or injury which may occur to any property (including that of Department) or to any person (including any employee of Department) by or arising out of carrying out of the Contract.
- 1.20.6** The contractor shall at all times indemnify the Department against all claims, damages of compensation under the provisions of payments of wages Act, 1936, Minimum Wages Act, 1948, Employment Liability Act, 1938, Industrial Disputes Act, 1947, and the Maternity Benefit Act, 1961 and Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 or any modifications thereof or any other law relating thereto, any rules made there under from time to time or as a consequence of any accident or injury to any workmen or other person in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury has resulted from any act of the Department, their agents or servants and also against all costs, charges and expenses or any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any such claim without limiting his obligation and liabilities as above provided the contractor shall insure against all claims, damages or compensation payable under the workmen's Compensation Act, 1923 or , any modifications thereof any other law relating thereto.
- 1.20.7** All the aforesaid insurance policies shall provide that they shall not be canceled till the City Engineer has agreed to their cancellation.
- 1.20.8** The contractor shall prove to the City Engineer his authorized representatives from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till the expiry of the Defects Liability period. The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to department resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be relevant policy or policies and premium receipts as and when required by the City Engineer.
- 1.20.9** The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to department resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be relevant policy or policies and premium receipts as and when required by the City Engineer.



1.20.10 If the Contractor and/or his Sub-contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then in any such case department may without being bound and to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the department from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

All insurance policies shall be taken from director if Insurance Maharashtra State.

1.21 PRESERVATION OF PROPERTY

The contractor shall take all reasonable precaution for the protection and preservation of any or all existing road side trees, drains, sewers or other surface drain pipes, conduits and any other structure under or above ground which may be affected by the constructions, operations and which in the opinion of the Engineer shall be continued in use without any change. Safeguards taken by the contractors in this respect shall be got approved by him from the engineer. However, if any of these objects is damaged by reason of the contractor's negligence, it shall be replaced or restored to the original condition at his expense.

1.22 LIGHTING OF EXCAVATION

All excavations, trenches, obstructions, materials etc. taken, except or deposited in connection with the works would be sufficiently lighted at night in order to guard against any damage or danger to the traffic and to take all precautions to keep all the lamps lighted all night for the guidance of the traffic in the following manner.

1. All lamps must be kept at a height of about 1 m to 1.25 m (3' to 4' at strategic points).
2. All lamps should be red in colour.
3. All lamps across, directions of traffic should be spread at a distance of not more than 2 m (7') apart.
4. To take such other measures as may be directed by the Engineer-in-charge from time to time for the safety of the traffic.

In the event of the contractors not complying with the provisions of the clauses, the Engineer-in-charge may without notices to the contractor put up barricades or improve upon the same or provide or improve the lighting. In the event such procedures are adopted by the Engineer-in-charge the cost shall be borne by the contractor. The contractor shall be charged a penalty of Rs. 100/- per day till compliance of these requirements.

1.23 RAISING OR LOWERING OF MANHOLES, CHAMBERS AND WATER ENTRANCES ETC:

1.23.1 Required level shall be achieved in brick work as specified including plaster. The thickness of joints shall not exceed 10mm (3/8"). In no case the frame shall be supported by stone chips or broken brick or asphalt mix.

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- 1.23.2** All frames of manholes and chambers etc. shall be kept flush with the general surface of the asphalt road/concrete pavement. The frame shall be embedded in cement mortar on the brick work with splayed fillet all around.
- 1.23.3** A concrete pavement should be cast around the frames and covers of manholes, chambers, etc., in case of asphalt roads.
- 1.23.4** The space around circular frames and covers shall be fully paved with (C.C.1: 1½:3) as specified and directed. The pavement shall be atleast 8 centimeter (3") wider than the outer most edge of the circular frame. No payment will be made for this pavement under the item of cement concrete.
- 1.23.5** The space to be paved around hydrants or sluice boxes shall be 1m x 1.5m x 1.5m (5' x 5') in external measurements and in case of gas siphoned or chamber 91 centimeter x 61 centimeter (3' x 2') the longer dimension being along the direction of the main.
- 1.23.6** In Case of rectangular frame work covers the space as directed by the engineer shall be paved with 1: 1½:3C.C. No payment will be made for the pavement which should be at least 8 centimeter 93") wider than the outer most edge of the frame.
- 1.23.7** Filling in with cement concrete the space around the manholes, chambers, etc. shall be done within 48 hours.

1.24 DEFECT LIABILITY

- 1.24.1** If during the period of Five Years from the date of completion as certified by the City Engineer pursuant to clause 14 of the Contract for the said work is defective in any manner whatsoever the Contractor shall forthwith on receipt of notice in that behalf from the City Engineer duly commence execution and completely carry it out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein strictly in accordance with and in the manner prescribed and under the supervision of the City Engineer. In the event of the Contractor failing or neglecting to commence execution of the said rectification work within the period prescribed thereof in the said notice and/or to complete the same as aforesaid as required by the said notice, the City Engineer shall get the same executed and carried out departmentally or by any other agency at the risk and cost of the Contractor. The Contractor shall forthwith on demand pay to the Thane Municipal Corporation the amount required for rectification of which the certificate of the City Engineer shall be final and binding on the Contractor. Such cost charges and expenses shall be deemed to be arrears of land revenue and in the event of the Contractor failing or neglecting to pay the same on demand as aforesaid, without prejudice to any other rights and remedies of the Corporation the same may be recovered from the contractor as arrears of land revenue. The Corporation shall also be entitled, to deduct the same from any amount which may then be payable or which may thereafter become payable by the Corporation to the Contractor either in respect of the said work or any other work whatsoever or from the amount of the Security Deposit retained by the Corporation.



1.24.2 If any time before the Security Deposit or any other part thereof is refunded to the Contractor it shall appear to the City Engineer or his subordinate in charge of the work, that any work has been executed with unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the City Engineer to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of, may have been inadvertently passed, certified and paid for, the Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provided 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 City Engineer in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days, during which the failure so continues and in the case of any such failure the City Engineer may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respect of the Contractor. The City Engineer should consider that any such inferior work of materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

1.25 SITE OFFICE

Providing a site office for supervisory staff of Department of T.M.C. and Quality Control.

The contractor shall have to make arrangement for providing accommodation for office for the Departmental quality control etc.

The office structures shall be semi-permanent type with electrification and telephone facility.

1.26 COMPUTER FACILITY:

Contractor shall provide one branded computer and one laptop with printers of latest type and configuration at work site within 7 days of issue of work order for the use of TMC representative throughout the construction period. The Computer, printer shall then be handed over to TMC finally before the final bill. Any maintenance required during contract period shall be of contractor at no extra cost.

Desktop PC Configuration: Intel i5 Processor, with 4 GB RAM, 500 GB HDD, 18.5" LED Monitor (colour), DVD RW with CD Writing Software Installed, MS Windows 7, Road Master, Key board, mouse, MS Office 2007 or 2010, Acrobat Reader, Antivirus Software

Laptop Configuration : Intel i5 Processor, with 4 GB RAM, 500 GB HDD, 15.0" LED Screen, DVD RW with CD Writing Software Installed, MS Windows 7, Road Master, mouse, MS Office 2007 or 2010, Acrobat Reader, Antivirus Software

Printer : Laser jet latest model (B/W) and one colour printer (A4 size)

Note: - Specifications given above are only for guidelines however best configuration and software should be provided related in work.

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1.27 PROVISION OF VEHICLE

The contractor will have to provide a vehicle (LMV) with driver during the contract period for the use of Employer. This vehicle will be used only for duties related to the works of this contract. Vehicle must be in very good condition not older than 2 years and to the satisfaction Engineer-in-charge. Necessary fuel / oil / driver / maintenance etc., will have to be borne by the Contractor. During the tenure of the contract, in case the contractor does not provide the vehicle, the Employer will engage a Vehicle and actual charges incurred by him will be recovered from the contractor's bills.

1.28 INSTRUMENTS

The contractor shall also provide following instrument in two sets for T.M.C. staff.

- | | | |
|------------------------|---|----------------------------|
| i) Measuring tape | - | Freeman make (30 m) |
| ii) Steel tape | - | Freeman make (3 m) & (5 m) |
| iii) Steel Scale | - | 30 cm & 15 cm. |
| iv) Stationary | - | as required for work. |
| v) Leveling Instrument | - | Auto level 2 Nos. |

1.29 SUSPENSION OF WORKS

The Contractor shall, on the written order of the City Engineer, suspends the progress of works or any part thereof for such time or times in such manner as the City Engineer may consider necessary and shall during such suspension properly protect and secure the work, so far as it is necessary in the opinion of the City Engineer. If the suspension in sub-clause is ordered for no fault of the Contractor then Contractor shall be entitled to a reasonable extension of time

1.30 SUB-LETTING OF WORK:

The Contractor shall not be permitted to sub-let any of the work.

1.31 COMPLETION CERTIFICATE:

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

After the work is completed, the Contractor shall give notice of such completion to the City Engineer and within 30 days of receipt of such a notice the City Engineer shall inspect the work and if there is no defect in the work, shall furnish the Contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the City Engineer are rectifiable he shall inform the Contractor the defects noticed. The Contractor after rectification of such defects shall then



notify the City Engineer and the City Engineer on his part shall inspect the work and issue the necessary completion certificate within 30 days, if the defects are rectified to his satisfaction and if not he shall inform the Contractor indicating defects yet to be rectified. The time cycle as shown above shall continue.

In case defects noticed by the City Engineer which in his opinion are not rectifiable but otherwise work is acceptable at reduced payment, work shall be treated as completed. In such case completion certificate shall be issued by the City Engineer within 30 days, indicating the un-rectifiable defects for which specified reduction in payment is being made by him.

The site shall be cleared of all debris, heaps of excavated material. Gutters shall be cleared of all centering or construction material. All painting shall be completed before contractor claims for completion certificate of City Engineer.

1.32 NO DEMAND CERTIFICATE: -

This certificate is to be submitted along with the final bill as per format annexed.

1.33 NO CLAIM CERTIFICATE FOR LABOUR:-

This certificate is to be submitted along with the final bill as per format annexed.

1.34

The specifications for various items to be followed are as per "Maharashtra P.W.D. Standard Specification, M.O. S.T.

In the absence of any definite provisions on a particular item in the aforesaid specifications, and additional specifications given herein after, referenced may be made to latest I.R.C. Codes of practice, B.I.S. specification and Indian Railway Codes in that order. Where even these are silent the construction and completion of the items shall conform to the Sound Engineering practice and in case of dispute, the decision of the City Engineer shall be final and binding on the Contractors. In brief the order in which the specifications of the work are to be followed shall be as follow.

1. Maharashtra P.W.D. Standard Specifications.
2. Ministry of Surface Transport (Road Wing) specification for Road and Bridge Works Latest Revision (1998)
3. Indian Roads Congress specifications.
4. Bureau of Indian Standards specifications.
5. Indian Railway Standard.
6. Sound Engineering Practice.

The abbreviations I.R.C., M.O.S.T., B.I.S. shall be considered to have the following meaning

- | | | |
|--------------|---|--|
| (1) M.O.S.T. | - | Ministry of Surface Transport (Road Wing) |
| | | a. Specifications for Road and Bridge Works. (Latest Revision) |
| (2) I. R. C. | - | Indian Road Congress. |
| (3) B. I. S. | - | Bureau of Indian Standards. |

The codes of practice, standards and specification applicable shall be those existing as on one month prior to the last date for submission of tender.

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In so far as any stipulations made herein conflict or are inconsistent with any of the provisions of M.O.S.T. Specifications (Red Book), I.R.C. Codes of practice, the Stipulation made herein shall prevail.



FORM - I
REGISTER OF WORKMEN
(Regulation - 7)

- i) Name and Address :
of the Contractor
- ii) Number and Date of :
the Contract
- iii) Name and Address of :
the Department awarding
the Contract
- iv) Nature of Contract :
and Location of work
- v) Duration of the :
Contract

Sr. No.	Name & Surname of the Worker	Age & Sex	Father's/Husband's Name	Nature of Employment / Designation	Permanent Home Address of Employees
1	2	3	4	5	6

Present Address	Date of commencement of Employment	Date of Termination or leaving Employment	Signature or Thumb Impression of Employee	Remarks
7	8	9	10	11

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FORM - II

**EMPLOYMENT CARD
(Regulation - 8)**

- i) Name and sex of worker :
 ii) Father's/ Husband's Name :
 iii) Address :
 iv) Age and Date of Birth :
 v) Identification Marks :

Particulars of next of kin (wife/husband) and children, if any, or of dependent next of kin in case the worker has no wife/husband or child.

Name :-

Full address of Dependents :
 (Specify village, District & State)

Sr. No.	Name & Address of Employer (Specify whether contractor or a Sub-Contractor)	Particulars of location of work site and description of work done	Total period during which employed From To	Actual number of days worked.
1	2	3	4	5

Leave taken (No. of days should be specified)	Nature of Work done by the worker	Wage Period	Wage Rate (with particulars of unit in case of piece work)	Total wage earned by the worker during the period shown under Col.5	Remarks of the Employer	Signature
6	7	8	9	10	11	12

N.B. For a worker employed at one time on piece work basis and at another on daily wages relevant entries in respect of each of employment should be made separately.

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FORM - III
REGISTER OF WAGES CUM MUSTER ROLL
(Regulation)

- i) Name and Address of the Contractor :
ii) Number and Date of the Contract :
iii) Name and Address of the Department :
 a. awarding the Contract
iv) Nature of contract and Location of work :
v) Duration of the Contract :
vi) Wage period :

Sr. No.	Name Surname of the worker	Father's/Husband's Name	Sex	Designation and Nature of work 1,2,3 upto 31)	Daily attendance (No. of units worked)	Total attendance Unit
1	2	3	4	5	6	7

Fair Wages available		Wages paid		Overtime worked			Total Wages paid
Basic	D.A. & Other allowance	Basic	D.A. & Other allowance	Date	No. of hours	Overtime wages earned	
8	9	10	11	12	13	14	15

Deduction from Wages					Net Wages	Date of Payment	Signature or thumb impression of worker	Remarks
Fines	Deduction for damages	House Rent	Recovery	Other deduction				
16	17	18	19	20	21	22	23	24

Reasons to be recorded in column 24.

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FORM - IV
(Regulation 9)

- | | | |
|-----|---|---|
| i) | Name of the Contractor | : |
| ii) | Place | : |
| 1) | Name of worker with father/husband's name | : |
| 2) | Nature of Employment | : |
| 3) | Wage period | : |
| 4) | Rate of Wage Payable | : |
| 5) | Total attendance/units of work done | : |
| 6) | Dates of which overtime worked | : |
| 7) | Overtime wages | : |
| 8) | Gross wages payable | : |
| 9) | Total deductions (including nature of deductions) | : |
| 10) | Net wages payable | : |

**Contractor's Signature/
Thumb impression**

**Employee's Signature/
Thumb impression**



SPECIAL CONDITIONS OF CONTRACT

- 1.0 The contractor shall carefully note that the mobilization of overheads, machinery, labour and materials that he would be employing on the work shall be depending upon the availability of work place and also depending upon the removal/non removal/delayed removal etc. of the existing encroachments, obstructions etc. and that on this account no. claims of compensation on account of idle/under utilizations of the contractor's overheads, machinery, labour etc. will be payable to the contractor and that the contractor shall adjust his said mobilization as per availability of land, drawing, decisions and sanctions. The contractor shall so keep his mobilization flexible by making PERT programme such that the whole of the work is completed within the contract time limit in spite of delayed availability of land or availability in piecemeal.
- 2.0 There may be underground services such as water supply, sewerage, electric, telephone cable etc. which may be required to be removed, shifted by the concerned authorities. No survey of underground services is carried out by TMC. The contract rate shall account for possible delay due to such underground services and that no compensation for delay etc. on this account is payable.
- 3.0 The work has to be executed true to line, levels, etc. The contractor shall provide sufficient surveying and mathematical instruments etc. and technical personnel so as to ensure quality of work strictly as per specifications.
- 4.0 Construction of sewer alignment has to be executed true to line, levels etc. The Contractor shall provide sufficient surveying and mathematical instruments etc. and technical personnel so as to ensure quality of work strictly as per specifications.
- 5.0 The contractor shall submit PERT program as well as Bar charts depending upon site problems and review the same at very close intervals of 15 days to a month. The PERT program and Bar charts shall detail gainful employment of mobilization and for their flexibility depending upon availability or otherwise of work front.
- 6.0 There shall be sufficient documentation of the work in the form of test records, registers, challans survey records of levels, photographs etc. at the cost of contractor. The contractor shall provide necessary registers for recording test results jointly, forms, stationary etc. at his cost. All the test results in field and in the laboratory shall be signed by representative of contractors.
- 7.0 L Sections - Cross Sections - Mode of Measurements
Soon after issue of work order the contractor shall establish B.M. on permanently fixed locations or on un-disturbed locations. Bench markings levels should be at interval, not more than 300 meters. This bench marking levels shall be got cross-checked by the Dy. Engineer of T.M.C. and records shall be submitted to the Executive Engineer. One copy retain with the contractor. After issuing of work order, the contractor shall take joint ground levels (initial levels) along with the Executive Engineer, or his authorized representatives and get cross checked through the Executive Engineer. Contractors also survey the alignment of the sewer and submit copy of the joint levels and plans duly signed by himself and the representative of the Executive Engineer through the City Engineer. Contractor will get one set of detail design sections at various nodes of the sewer with the invert levels duly signed



- by Executive Engineer. Any suggestions, corrections, clarification, shall be pointed out by contractor to the City Engineer before starting the work. This condition cannot be neglected. In case contractor defaults to do the same before commencement of the work no claims/complaints regarding delayed payments or non-payments or not entertaining payment for excess quantity shall be entertained. The contractor shall maintain one copy of the detail design of the sewer alignment along with each bill the contractor shall forward measurements for each of items/such as excavation, and cement concrete sections etc. There shall be joint independent measurement of selected truck/dumper, as may be selected by Engineer or his representative in respects of Transportation of excavated quantity.
- 8.0 When excavated earth from the road is required to be transported, the payment shall be against the compact quantities of transported material as per the joint measurement of the excavation. Regarding transportation of excavated earth, there shall be joint measurement of each truck/dumper with challans duly signed by the representative of the City Engineer and the contractor, both at the place of loading as well as unloading. This will serve as cross checking of work done. Mode of measurements will be as described above.
- 9.0 **Submission of Bills by Contractor:**
The contractor shall submit monthly bills for measured quantities duly supported with joint measurements along with copies of records of test results for frequency as per specifications, use of delivery challans from plant to site etc. The Executive Engineer shall check the bills, and measurements submitted by the contractor and submit the bills after joint measurements duly signed by contractor.
- 10.0 All the bench marks/chain age marks shall be painted and preserved till two years after completion of work by the contractor at his cost.
- 11.0 **Approval to Material in Writing and Preservation of Samples**
For all the items first samples must be got approved from the Engineer In charge. Approved samples shall be preserved in sealed plastic containers at the site office in cup-board. No work shall be done unless approval in writing is given by the Engineer for quality of material to be used. The samples shall be available in the office for Shahabad stones flooring, chequered tiles, curb stones, water tables, PVC pipes to be used for cabling Centering before bringing to site shall be got approved in writing from Engineer In-charge. The first concreting shall be done in the presence of Dy. Engineer only and it is to be shown to Engineer In charge after removal of shuttering. After he approves the quality of finish in writing. Then further concreting shall be done. No sub-standard work will be accepted and it will stand rejected if it does not meet specifications of MOST and red book. Approval of form finish, surface of gutter walling and slab, various components like kerb stone, tiles, water table, manhole covers shall be recorded in work order book and slips be pasted to samples duly signed by Engineer in charge and representative of T.M.C. and presented till final bills is recorded.
- 12.0 **Posting of Qualified/Experienced Engineers on Site:**
The contractor shall post sufficient number of experienced Engineers on site. Engineers to be appointed on site shall be with approval of Engineer In charge of the work from T.M.C. The contractor shall appoint at least three Engineers (Out of which at least one shall be a graduate. Civil Engineer of minimum 10 years' experience) and sufficient qualified



- supervisors for day to day quality and quantity control, checking at all stages, checking camber, Ghani register etc.
- 13.0 Safety of Traffic during execution:
During the construction work proper diversion shall be maintained by contractor without any extra cost. Proper indicator boards shall be provided for safety of traffic and labour, staff working on site. Proper insurance of staff labour be drawn as indicated in contract. Safety during construction shall be given top priority and to the entire satisfaction of Engineer in charge.
- 14.0 Approval for Cement/Steel:-
The steel and cement shall be of approved make as per instructions of Engineer in charge in writing.
- 15.0 Minimum Cement content shall be as follows :-
- | | | |
|-------|---|------------------|
| M-100 | - | 4.6 bags / cum. |
| M-150 | - | 6.4 bags / cum. |
| M-200 | - | 7.2 bags / cum. |
| M-250 | - | 8.0 bags / cum. |
| M-350 | - | 8.75 bags / cum. |
- 16.0 Sand used for this work should be natural river sand only.
- 17.0 Night works
For night shift working contractor shall provide adequate floodlights arrangements at their own cost. No concreting shall be permitted in the night without the prior permission of engineer – in charge.



CLAUSES OF CONTRACT

CLAUSE 1

The person/persons whose tenders may accepted (hereinafter called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executor, administrators and assigns) shall (A) within 10 days (which may be extended by the City Engineer concerned upto 15 days' if the City Engineer thinks fit to do so) of the receipt by him of the notification of acceptance of his tender deposit with the City Engineer in in terms of DD 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 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 there from 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 terms of DD or approved securities endorsed 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 in terms of DD or approved securities, at the cost of the depositor, be converted into interest bearing securities.

If the amount of securities 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.

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 compensation as an amount equal to one percent or such smaller amount as City Engineer (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 City Engineer after taking into consideration the circumstances of each case. And abide by the program of detailed progress laid down by the City Engineer.



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

Reasonable progress of work: 1/6, 1/2, 3/4 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 half percent of the said estimated cost of the whole work for every week 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.

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 City Engineer 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 for which rescission notice in writing to the contractor under the signature of the City Engineer) shall be 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 City Engineer 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) 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 City Engineer 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 City Engineer 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 values shall be deducted from any money due to the contractor by the TMC, Thane under the contract or otherwise howsoever or

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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 City Engineer, the contractor shall have ii,) claim to compensation for any loss Sustained by him by reason of his having purchased, 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 City Engineer 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.

CLAUSE 4

If the progress of any particular portion of the work is unsatisfactory the City Engineer shall not withstanding 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.

CLAUSE 5

In any case in which any of the power conferred upon the City Engineer 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 not withstanding 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.

In the event of the City Engineer 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 City Engineer whose certificate thereof shall be final. In the alternative the City Engineer may after giving notice in writing to the contractor alternative the City Engineer may after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent, require him to remove such tools, 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 City Engineer 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 City Engineer, as to the expense of any such removal, and the amount of the proceeds, and expense of any such sale shall be final and conclusive against the contractor.

CLAUSE 6

If the contractor shall desire an extension of 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 City Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid, or on which the cause for asking for the extension occurred, whichever is earlier and the City Engineer 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 City Engineer in this matter shall be final.

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CLAUSE 7

Certification of Substantial Completion of Works:

On completion and taking over of works or a part of work exclusively stipulated in the contract documents, all in accordance with the requirements of the contract agreement and further Subject to the condition that the completed works or items of work, as the case may be (in case of phase completion), the City Engineer will issue a substantial completion certificate for whole or part of the works as the case may be on receiving written request from the contractor. The substantial completion is defined as stage of the work when it has been completed and made ready for functional use, although some minor points or insignificant items of work still remain to be completed, however, these minor points and insignificant items should not have any bearing on the functionality of the item. Provided always that the said substantial completion certificate being issued, prior to completion of whole of the works shall not be deemed to preempt requirement of reinstatement of any ground or surface, as may be necessary under contract provisions.

Completion Certificate:

The completion certificate shall be issued by the City Engineer after completion of all minor works mentioned in substantial completion of work.

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 City Engineer, whose certificate of such approval and passing, of the sum of 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 City Engineer 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 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 City Engineer 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 submitted by the contractor within one month of the date fixed for the completion of the work, otherwise City Engineer's certificate of the measurements and of the total amounts payable for the work shall be final and binding on all parties.

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 City Engineer 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.

CLAUSE 10

A bill shall be submitted by the contractor in each month on or before the date fixed by the City Engineer for all work executed in the previous month and the City Engineer 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, within 10 days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the City Engineer may depute a subordinate to

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measure the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the City Engineer may prepare a bill from such list which shall be binding on the contractor in all respects.

CLAUSE 11

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

CLAUSE 12

If the 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 City Engineer (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 any way 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 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 City Engineer. 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 City Engineer 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 City Engineer 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 City Engineer or his authorized agent at all the times.

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 City Engineer 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.

CLAUSE 14

The City Engineer 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 City Engineer and such

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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 the City Engineer 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 City Engineer of the rate which it is his intention to charge for such class of work and if the City Engineer does not agree to this rate he shall be 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 City Engineer. In the event of a dispute, the decision of the City Engineer of the TMC, Thane will be final.

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

CLAUSE 15

- 1) If at any time after the execution of the contract documents, the City Engineer 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 City Engineer 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 for a continuous period exceeding 90 days, the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the City Engineer within 30 days of the expiry of the said period of 90 days of such intention requiring the City Engineer 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 City Engineer 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.

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- 3) Where the City Engineer 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 City Engineer 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 City Engineer 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 City Engineer 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 City Engineer 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 City Engineer, provided however such rates shall in no case exceeds the rates at which the same where acquired by the contractor. The TMC, 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 City Engineer.

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 Thane Municipal Corporation.

In case of such delay in the supply of material, the TMC, Thane shall grant such extension of time for the completion of the work as shall appear to the City Engineer to be reasonable in accordance with the circumstances of the case. The decision of the City Engineer as to the extension of time shall be accepted as final by the contractor.



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 City Engineer 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 City Engineer 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 City Engineer 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 City Engineer 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 City Engineer may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expenses in all respects, of the contractor. Should the City Engineer, 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 ,ill times be open to the inspection and supervision of the City Engineer 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 City Engineer 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 authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

CLAUSE 19

The contractor shall give not less than five days' notice in writing to the City Engineer 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 City Engineer 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 5years for work from the date of completion as certified by the Engineer in Charge pursuant of clause 7 of the contract or 5 years for Civil, Mechanical & other works after commissioning the work whichever is earlier in the opinion of the Executive Engineer, the said work is defective in any manner whatsoever the contractor shall forthwith on receipt of notice in that behalf

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from the Executive Engineer 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 Executive Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and/or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed 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 T.M.C., the amount of such cost,-charges and expenses sustained or incurred by the T.M.C., Thane of which the certificates of the Executive Engineer shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land 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 T.M.C., Thane the same maybe recovered from the Contractor as the arrears of land revenue. The T.M.C., 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 T.M.C., Thane to the contractor either in respect of the said work or any other whatsoever or from the amount of security deposit retained by T.M.C., Thane.

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 the TMC 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 City Engineer 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 City Engineer 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.

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

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- 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 unequally.
 - ii) to be constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and
 - iii) be kept free from any unnecessary obstruction.

- j) In the case of working platform 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 stairway 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.

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

CLAUSE 21(B)

The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him:

- a) Hoisting machine and tackle, including their attachments, anchorages and support shall :
 - i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and
 - ii) be kept in good repair and in good working order.
- b) Every rope used in hoisting, 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 available 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 relation (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.

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CLAUSE 22

The contractor shall not set fire to any standing, jungle, trees, brush wood or grass without a written permit from the City Engineer. 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.

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 City Engineer or such other officer as he may appoint and the estimates of the City Engineer 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 I or deducted by the City Engineer 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.

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 City Engineer.

CLAUSE 26

The contract shall not be assigned or sublet without the written approval of the City Engineer. 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 City Engineer 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 City Engineer 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 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 City Engineer 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 City Engineer 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. City Engineer 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, in 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. This Clause is not an Arbitration Agreement.

1. The contractor may, with-in thirty days of receipt of him by any order passed by the City Engineer of the TMC, Thane as aforesaid, appeal against it to the Municipal Commissioner concerned with the contract, work or project provided that-

a) 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 City Engineer to obtain such store articles elsewhere. The value of such stores and articles as may be supplied to contractor by the City Engineer will be debited to the contractor in his account at the rates shown in the schedule in form A attached to the contract and if they are not entered in the said schedule, they shall be debited to him at 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.

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 City Engineer capable of measurement, the City Engineer may at his discretion pay the lump Sum amount entered in the estimate, and the certificate in writing of the City Engineer 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

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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 City Engineer.

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.

CLAUSE 35

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

CLAUSE 36

All quarry fees, royalties, LBT dues and ground rent for stacking materials, if any should be paid by the contractor.

CLAUSE 37

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen’s Compensation Act, 1923 (VIII of 1923) (hereinafter called the said act) for injuries caused to the workmen. If such compensation is payable and paid by TMC, Thane as principal under sub-section (i) of section- 1 2 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 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 ma 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 thereunder that may be issued from time to time under the said act

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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.

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 or the quantity of the item does not exceed 40% of the tender quantity.
- 2) The contractor shall, if ordered in writing by the City Engineer 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 on 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 decreased in case percentage quoted by the contractor is below to 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. 6093.00 lakhs. (Rs. Sixty Crores Ninety Three Lakhs only)**.
- 3) The quantities shown in the tender are tentative and may be reduced. No compensation or increase in rate will be applicable if quantities are reduced.
- 4) There is no change in the rate for the excess up to 40% of the tendered quantity.
- 5) In case of item for which quantities shown as zero there is no limit on quantity and contractor has to execute the work as directed by the city engineer at the tender rate.
- 6) Any extra items which were required to be carried out for completion of the work, then in that case contractor has to carry out the extra items. In case of extra item for which rates were not given in tender current/D.S.R. rate or percentage on current MJP/D.S.R. rate quoted by contractor whichever is less will be applicable and no escalation will be paid on extra items.

CLAUSE 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 City Engineer.

CLAUSE 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.

CLAUSE 41

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

CLAUSE 42

The contractor shall not enter upon or commence any portion of work except with the written authority and instruction of the City Engineer 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.

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CLAUSE 43

- i) No contractor shall employ any person who is under the age of 18 years.
- ii) No contractor shall employ donkeys or other animals with bracing of string or thin rope. The bracing 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 City Engineer or his agent is authorized 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 referred without delay to the City Engineer who shall decide the same. The decision of the city Engineer shall be conclusive and binding on the contractor, but such decision shall not 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 City Engineer or by any person to whom the City Engineer 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 City Engineer 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 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 Preventions Ordinance, 1943, as amended from time to time. If the price quoted exceeds the controlled price of the price permissible under Hoarding and 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 be taken against the contractor.

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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 involved in the execution of works Contract Act, 1985 (Maharashtra Act NO.XIX of 1985)”.

CLAUSE 48

The rates to be quoted by the contractor must be inclusive of VAT, Sales Tax., Work Contract Tax, Service Tax, any other taxes, duties, royalties etc. No extra payment on account of this will be made to the contractor.

CLAUSE 49

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

CLAUSE 50

The contractor shall employ unskilled labour to be employed by him on the said work only locally available labour and shall give preference to those persons enrolled under Maharashtra Government Employment and Self-Employment Departments Scheme.

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

CLAUSE 51

The contractor shall pay the labourer skilled and unskilled according to the wages prescribed by the Minimum Wages Act, 1948 applicable to the area in which the work of the contractor is in progress.

A contractor shall comply with the provisions of the Apprentice Act, 1961 and the rules and the orders issued thereunder from time to time. If he fails to do so his failure will be breach of the contract and the City Engineer may, in this discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the act.

The contractor shall pay the labourers skilled and unskilled according to the wages prescribed by the Minimum Wages Act of 1948 applicable to the area in which the work of the contractor is in progress.

CLAUSE 52

All amount whatsoever the contractor is liable to pay to the TMC, Thane in connection with the execution of the work including the amount payable in respect of (i) materials and/or stores supplied/issued hereunder by the TMC Thane to the contractor, (ii) higher charges in respect of heavy plant, machinery and equipment on hire by TMC, Thane to the contractor for execution by him of the work and/or on which advances have been given by the TMC, Thane to the contractor shall be deemed to be arrears of land revenue and the TMC, Thane to the contractor shall be deemed to be arrears of land revenue and the TMC, Thane, may without prejudice to any other right and remedies of the, TMC, Thane, recover the same from the contractor as arrears of land revenue.

CLAUSE 53

The contractor shall duly comply with all the provisions of the contract labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra contract labour (Regulation & Abolition) Rules 1971 as amended from time to time and all other relevant statutes and statutory provisions thereof

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concerning payments of wages particularly to workman employed by the contractor and workman on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra contract labour (Regulation & Abolition) Rules 1971. If the contractor fails or neglects to pay wages at the said rates or makes short payment ad TMC, Thane makes such payment of wages in full or part thereof less paid by the contractor as the case may be, the amount so paid by the TMC, Thane to such workers shall be deemed to be arrears of land revenue and the TMC, Thane shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the TMC, Thane to the contractor hereunder or from any other amount's payable to him by the TMC, Thane. (Inserted vide Govt. DRAINAGE Department's Circular NO. CAT 1284\120) Building-dt 14.8.1985. Accompaniments to the G.R.P.W.D. No.BGD.1979\64188 (358) Desk - 2 dt.4\2\1981.

CLAUSE 54

The contractor shall engage apprentices such as brick layer, carpenter, wiremen, plumber as well as black smith recommends d by the State Apprenticeship Advisor, Director of Technical Education, Dhobi Talav, Mumbai - 400 001, in the construction work (As per Government of Maharashtra, Education Departments circular No. TSA/5170/T/56689, dated 7/7/1972).

CLAUSE 55

(Govt. of Maharashtra P.W.D. Resolution NO.CAT- 1086/CR-243/ K/Bldg.2 dt. 11/8/1987)

CLAUSE 56

It is compulsory/obligatory on the part of contractor to insure the work for entire value of work allotted or as may be decided by insurance directorate with insurance directorate MHADA, Griha Nirman Bhavan, 264, First Floor, Opp. Kala Nagar, Bandra (E) Mumbai – 400 051. In addition insuring all the persons (labour/skilled/unskilled) Supervisor, Engineer etc. who will be involved in completing the contracted work is obligatory. Insurance taken from agency other than insurance directorate shall not be accepted. In case of failure of the contractor to insure the work as above, the dept. shall have rights to recover any amount as informed by insurance directorate towards insurance premium from any of the payments due to contractor.

CLAUSE 57

Contractor will have to provide third party insurance of INR 10,00,000/- for any accidents (GCC Clause No 1.20 Page No 44).



(On stamp paper worth Rs. 100/-)
Model Form of Bank Guarantee Bond for Security Deposit.

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 to the prescribed form of a Nationalized Bank having branch in Mumbai being in fact those present in the like sum of Rs. _____ (Rupees _____ 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 notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any Court of tribunal relating thereto 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.
- (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;

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(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 _____ 20 _____. The common seal of was pursuant to the resolution of the Board of Directors of the Company dated the

(e) _____ day of _____ herein affixed in the presence of _____ who, in token thereof, have here to set their respective hands in the presence of

(1)

(2)



Form of Agreement

THIS AGREEMENT is made on the _____ day of _____ between Thane Municipal Corporation, Thane hereinafter called "the Employer" of the One Part and _____ (Name of Tenderer _____ (Mailing address of Contractor) "the Contractor" of the other part.

WHEREAS the Employer is desirous that certain works should be executed viz., (Name of the contract) and has accepted a Tender by the Contractor for the execution, completion and guarantee of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
 - a. All tender Documents as issued by the employer for this work.
 - b. All amendments to the tender documents as issued by the Employer prior to submission of the bids.
 - c. Acceptance letter issued by the Employer vide No. _____ and all correspondence exchanged between the employer and the Contractor up to the date of issue of acceptance letter as specifically referred to in the said acceptance letter.
3. In consideration of the payment to be made by the employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with Employer to execute and complete the works in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the contractor in consideration of the execution, completion, of the Works the contract price at the times and in the manner prescribed by the Contract.

In WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto (or have hereunto set their respective hands and scales) the day and year first above written.

SIGNED, SEALED AND DELIVERED By the said

By the said

By the said

Name _____

Name _____

On behalf of the Contractor
in the presence of

On behalf of the Employer
in presence of

Name _____

Name _____

Address _____

Address _____

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PRICE VARIATION CLAUSE

ACCOMPANIMENT TO THE GOVERNMENT, RESOLUTION PUBLIC WORKS DEPARTMENT NO. CAT/06/04/148, DATED 16-5-2005.

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 Mumbai center as per the Labour Gazette published by the Commissioner of the Labour, Government of Maharashtra and/or in the whole-sale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government of India, or in the price of petrol /oil and lubricants and major construction materials like bitumen, cement, steel, various types of metal pipes etc. then subject to the other conditions mentioned below, price adjustment on account of

- (1) Labour Component
- (2) Material Component
- (3) Petrol, oil and Lubricants Component
- (4) HYSD & Mild Steel Component
- (5) Cement Component

Calculated as per the formula hereinafter appearing shall be made. Apart from these, no other adjustments shall be made to the contract price for any reasons whatsoever. Component percentages as given below are as the total cost of work put to tender. Total of Labour, Material & POL components shall be 100 and other components shall be as per actual.

1. Labour Component - K1	(71%)
2. Material Component - K2	(26%)
3. POL Component - K3	(03%)
4. HYSD & Mild Steel Component	Actual
5. Cement Component	Actual

Note: - if Cement, Steel, Bitumen, C.L and DJ. Pipes are supplied on Schedule 'A', and then respective component shall not be considered. Also if particular component is not relevant same shall be deleted

1. Formula for Labour Component:

$$V_1 = 0.85P \left(\frac{K_1}{100} \times \frac{L_1 - L_0}{L_0} \right)$$

Where,

V_1 = Amount of price variation in Rupee to be Allowed for Labour Component.

P = Cost of work done during the quarter under Consideration minus

The cost of Cement, HYSD and Mild Steel, bitumen, C.I. and D. I. Pipes Calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration.

The star rates are given as below,

Cement	:	Rs. 6,300/- per M.T.
H.Y.S.D. Steel	:	Rs. 45,712/-per M.T.
Mild Steel	:	Rs. 46,000/- per M.T.

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K_1 = Percentage of labour component as indicated above.

L_0 = Basic consumer price index for Mumbai center shall be average consumer Price index for the quarter preceding the month in which the last date Prescribed for the of tender, falls.

L_1 = Average consumer price index for Mumbai center for the quarter under Consideration.

2. Formula for the Materials Component:

$$V_2 = 0.85P \left(\frac{K_2}{100} \times \frac{M_1 - M_0}{M_0} \right)$$

Where,

V_2 = Amount of price variation in Rupees to be Allowed for Materials Component.

P = same as worked out for Labour Component.

K_2 = Percentage of material component as indicated above.

M_0 = Basic wholesale price index shall be average wholesale price index for the quarter preceding the month in which the last date prescribed for the receipt of tender falls

M_1 = Average wholesale price index during the quarter under consideration.

3. Formula for Petrol, Oil and Lubricants Component:

$$V_3 = 0.85P \left(\frac{K_3}{100} \times \frac{P_1 - P_0}{P_0} \right)$$

Where,

V_3 = Amount of price variation in Rupees to be Allowed for POL Component.

P = same as worked out for Labour Component.

K_3 = Percentage of Petrol, -oil and Lubricants Component.

P_0 = Average price of HSD at Thane during the quarter preceding the month in which the last date prescribed for the receipt of tender falls

P_1 = Average of price of HSD at Thane during the quarter under consideration.

4. Formula for HYSD & Mild Steel Component.

$$V_5 = \frac{S_0 (SI_1 - SI_0)}{SI_0} \times T$$

Where,

V_5 = Amount of price variation in Rupees to be Allowed for HYSD/ Mild Steel, component.

S_0 = Basic rate of HYSO/ Mild Steel in rupees per metric tonne as considered for working out value of P

SI_1 = Average Steel Index as per RBI Bulletin during the quarter under consideration.

SI_0 = Average of Steel Index as per RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender, falls

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



5. Formula for Cement Component.

$$V_6 = \frac{C_0 (CI_1 - CI_0)}{CI_0} \times T$$

- V_6 = Amount of price escalation in Rupees to be allowed for cement component.
 C_0 = Basic rate of cement in rupees per metric ton as considered for working out value of P.
 CI_1 = Average cement Index published in the RBI bulletin for the quarter under consideration.
 CI_0 = Average of cement Index published in the RBI bulletin for the quarter preceding the month in which to the last date prescribed for receipt of tender, falls
 T = Tonnage of cement used in the permanent works for the quarter under consideration.

The following conditions shall prevail:

- i) The operative period of the Contract shall mean the period commencing from the date of work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the Contract for work expires, taking into consideration the extension of time, if any, for completion of the Work granted by the Engineer under the relevant clause of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the Engineer as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for *liquidated* damages is levied on the Contractor on account of delay in completion or inadequate process under the relevant Contractor provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices L1, M1, C1, P1, B1, S11 and CI1 to the levels corresponding to the date from which such compensation is levied.
- ii) This price variation clause shall be applicable to all contracts in B1/B2 & C from but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this clause.
- iii) The price variation under this Clause shall not be payable for the extra items required, to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of Clause 38/37 of the contract from B1/B2 respectively. Since the rates payable for-extra items or the extra quantities under Clause 38/37 are to be fixed as per current DSR or as mutually agreed to yearly revision till completion of such work. in other words, when the completion / execution of extra items as well as extra quantities under Clause 38/37 of the contract from B1/B2 extends beyond the operative date of the DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the Contract, whichever is less.
- iv) This clause is operative both ways, i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the Government shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract.
- v) To the extent that full compensation for any rise or fall in costs to the Contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included, in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.



DECLARATION OF THE CONTRACTOR *(On company's letterhead)*

I/We, hereby declare that I/We have made myself/our self thoroughly conversant 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 I/We have carefully read, studied & understood the entire tender document i.e. Volume No I, II & III and the specifications, conditions, bore results and lead of materials on this work before submitting this tender. I/We undertake to use only the best materials approved by the City Engineer Thane Municipal Corporation, Thane of his duly authorized assistant before starting the work and to abide by his decision.

Signature of Contractor(s).



**Contractor's certificate
NO DEMAND CERTIFICATE**

(On Contractors Letterhead)

To,
City Engineer,
Thane Municipal Corporation,
Dr. Almeida Road, Panchpakhadi,
Thane.

Subject :- Name of work

NO DEMAND CERTIFICATE

This is to certify as under

We hereby confirm and assure in writing that we have no claim / demand of any amount from Thane Municipal Corporation in respect of the above said work which was awarded to us vide work order No. _____ dated _____.

We indemnify Thane Municipal Corporation against any claim / demand. Any matter arises in future in respect of this contract from our supplier, sub-contractors or labours who have contributed their services directly / indirectly for this contract.

Authorized Signatory _____

Name _____

Designation _____

Name of the Agency _____

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NO CLAIM CERTIFICATE FOR LABOUR

To,
City Engineer,
Thane Municipal Corporation,
Dr. Almeida Road, Panchpakhadi,
Thane.

Subject :- Name of work

NO CLAIM CERTIFICATE FOR LABOUR

This is to certify as under

We hereby confirm that we have paid all the wages to all the labours employed under this contract as per minimum Wages declared by the Govt. of Maharashtra.

In case in future any claim raised inadvertently shall be dealt by us as we understood that this is out sole responsibility.

We indemnify Thane Municipal Corporation against any claim arise in future in respect of this contract from any labour deployed by us on the works under this contract.

Authorised Signatory

_____ Name _____)

For _____ Name of the Agency _____



QUALIFICATION FORMS

Qualification Form - 1

Page of pages

General Information

1.	Name of Applicant Firm	
2.	Head office address	
3.	Telephone	Contact Person
4.	Fax	E-mail
5.	Place of incorporation / registration	Year of incorporation / registration

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Qualification Form - 1A

Page of pages

Structure and Organization

1. The applicant is
 - (a) an individual
 - (b) a proprietary firm
 - (c) a partnership firm
 - (d) a limited company or corporation
 - (e) any other (please specify)

2. Attach the Organization Chart showing the structure of the Organization including the names of the Owners/ Directors and position of the Officers

3. No. of years of experience as firm shouldering major responsibility

4. No. of years the organization has been in business of similar work under its present name and style
Areas of business when the organization was established
New areas of business added to the organization and the years when added

5. Name of the projects wherein the organization was required to suspend the construction and/or erection works for more than six months continuously after commencement. Please state the reasons therefor and the present status.

6. Name of the projects wherein the organization was required to suspend the operation and maintenance works for more than six months continuously after commencement. Please state the reasons therefor and the present status.

7. Name of the projects that the organization was required to abandon after award and the reasons therefor.

8. Areas of specialization and interest in civil engineering construction

9. Details of experience in modern concrete technology for execution and quality control

10. Details of experience in using heavy earthmoving equipment

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Qualification Form - 2

Page of pages

General Financial Record

Name of Applicant Firm

The Applicant is requested to supply information regarding the annual turnover of the contractor, in terms of the amounts billed to clients for each year for last three years of work in progress or completed.

Applicants are requested not to enclose Firm's publicity material with the application as such material will not be taken into account for evaluation.

Annual turnover data (construction only)			
Year	Turnover		
	Actual in the year	Multiplying factor	Evaluated turnover
1. 2013 - 2014		1.10	
2. 2012 - 2013		1.21	
3. 2011 - 2012		1.331	

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Qualification Form - 3

Page of pages

Particular Experience Record

Name of Applicant Firm

The Applicant is requested to list all contracts undertaken during the last 5 years that are of similar nature, complexity and value as the contract for which the Applicant wishes to qualify. The information is to be summarized, using the format shown below, ensuring that the amounts and periods of contracts mentioned are consistent with those specified in the Qualifying Requirements specified in the Pre-Qualification Document.

Use a separate sheet for each contract.

Please enclose copies of Work Orders / Letters of Intent / Completion Certificates for all the contracts mentioned herein.

1.	Name of contract
2.	Name and Address of Employer
3.	Nature of works and special features relevant to the contract for which the Applicant Firm wishes to pre-qualify <i>Mention capacity of Sewage Treatment Plant</i>
4.	Details of Equipment deployed
5.	Contract role (check one) <> Sole contractor <> Subcontractor <> Partner in a Joint venture
6.	Value of the total contract Value of portion allotted to Applicant Firm
7.	Date of award
8.	Date of completion <> Scheduled <> Actual
9.	Contract duration (years and months) <> Scheduled Years months <> Actual Years months
10.	Give details of annual record in respect of earthwork, hard rock excavation and concreting in water-retaining structures and specify name of work and year.
11.	Name and professional qualifications of Applicant's Project Manager for the Works
12.	Details of penalties, fines, stop-notices, compensations, liquidated damages imposed, if any.

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Qualification Form - 4

Page of pages

Current Contract Commitments / Works in Progress

Name of Applicant Firm

The Applicant is requested to provide information on the Firm's current commitments under all contracts that have been awarded, or for which a letter of intent and acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Name and Address of the client	Brief scope	Date of award / commencement	Contract value	Stipulated completion date	Percent Completion achieved as on 31-03-2014	Value of outstanding work	Estimated completion date
1.								
2.								
3.								
4.								
5.								
6.								

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Qualification Form - 5

Page of pages

Personnel Capability

The Applicant is requested to provide the names of at least two candidates qualifying the specific positions that according to the Applicant are essential to contract implementation and for positions mentioned in the Pre-Qualification Document.

Please supply the candidate data on separate sheets using the format of Form 5(A)

Name of Applicant Firm	
1.	Title of position
	Name of prime candidate
	Name of alternate candidate
2.	Title of position
	Name of prime candidate
	Name of alternate candidate
3.	Title of position
	Name of prime candidate
	Name of alternate candidate
4.	Title of position
	Name of prime candidate
	Name of alternate candidate



**Candidate Summary
 (Managerial/Technical Positions Only)**

Name of Applicant Firm		
Position		Candidate <div style="text-align: center;"><> Prime <> Alternate</div>
Candidate information	1. Name of candidate	2. Date of birth
	3. Professional qualifications	
Present employment	4. Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title of candidate	Years with present Employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

From	To	Company / Project / Position / Relevant technical and management experience



Qualification Form - 6

Page of pages

Equipment Capability

Name of Applicant Firm

The Applicant shall provide adequate information to demonstrate that the Firm has the capability to meet the requirements for all items of equipment required for timely completion of the Project.

Item of equipment	
Equipment information	1. Name of manufacturer
	2. Model and power rating
	3. Capacity
	4. Year of manufacture
Current status	5. Current location
	6. Details of current commitments
Source	7. Indicate source of the equipment <div style="text-align: right;"> <> Owned <> Rented <> Leased <> Specially manufactured </div>

Omit the following information for equipment owned by the Applicant.

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Fax	E-mail
Agreements	Details of rental / lease / manufacture agreements specific to the Project	



Qualification Form - 7

Page of pages

Financial Capability

Name of Applicant Firm

The Applicant should provide financial information to demonstrate that the Firm meets the requirements stated in the Pre-Qualification Document. If necessary, use separate sheets to provide complete banker information. Please attach a copy of the audited balance sheets / financial statements / tax returns.

Banker	Name of banker		
	Address of banker		
	Telephone	Contact name and title	
	Fax	E-mail	

Summarize actual assets and liabilities for the previous five years. Based upon known commitments, summarize projected assets and liabilities for the next two years.

Financial information	Actual: Previous three years			Projected: Next two years	
	1.	2.	3.	4.	5.
	2011 - 12	2012 -13	2013 - 14	2014 – 15	2015 – 16
1. Total assets					
2. Current assets					
3. Total liabilities					
4. Current liabilities					
5. Profit before taxes					
6. Profit after taxes					
7. Net worth					
8. Working Capital					

Please also specify proposed sources of financing to meet the cash flow demands of the Project, net of current commitments specified in the Pre-qualification application.

Source of financing	Amount
1.	
2.	

This sheet to be counter signed and stamped by a registered chartered accountant.



Qualification Form - 8

Page of pages

Litigation History

Name of Applicant Firm

The Applicant should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or the contracts currently under execution.

Year	Award FOR or AGAINST the Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value) in Rs.	Actual awarded amount in Rs.

Please specify if the Applicant firm has ever been black listed by any Government / Semi Government Organization. If so, provide details and present status.

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UNDERTAKING
(On company's letterhead)

I the undersigned do hereby undertake that our firm M/s. _____ shall make provision for suitably qualified personnel to fill the key positions as required during contract implementation. I also undertake to provide personnel for key positions specified in Form No. 5 of pre-qualification document satisfying the qualifications and experience requirement.

I undertake to provide all other resources including plants and equipment's required for implementation of the project as per tender specifications. I also undertake to either own or have assured access through hire or lease the key items of the equipment as specified in Form No. 6 of the pre-qualification document.

Place:

Date:

Signed by an authorized signatory with designation

Seal of the firm



SUMMARY SHEET

General

SN	Particulars	Details	
		Capacity	Value in Crores
1	No. of years in the same business		
2	Details of STP & SPS constructed and commissioned in the last seven years		
	1		
	2		
	3		
	4		
	5		
3	Average annual turnover for last three years in crores		
4	Audited Net worth as on 31.3.2013 in lakhs		
5	Value of solvency in crores		
6	Bidding capacity in crores		
7	Sales tax registration certificate (Yes / No)		
8	PF registration certificate (Yes / No)		
9	Undertaking (Yes / No)		
10	Registration with and valid upto		
11	No of litigation cases		

Personnel Capabilities

SN	Position	Total no of years in the similar position	Qualifications
1	Project Manager (Civil/Mechanical)		
2	Mechanical Engineer (required if PM is civil)		
3	Electrical Engineer		
4	Civil Engineer (required if PM is Mechanical)		
5	Structural Engineer		
6	Instrumentation Engineer		
7	Process and Hydraulic Engineer		

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CHECK LIST

The Applicants are requested to paginate their document before filling up the following table:

Sr.	Item	Submitted yes/no	Page Nos.	
			From	To
1.	Letter of Application			
2.	Application Form – 1 General Information Application Form – 1A Structure and Organization Application Form – 2 General Experience Record Application Form – 3 Particular Experience Record Application Form – 4 Current Contract Commitments Application Form – 5 Personnel Capability Application Form – 5A Candidate Summary Application Form – 6 Equipment Capability Application Form – 7 Financial Capability Application Form – 8 Litigation History			
3.	Profile of Company			
4.	Constitution of Company / Article of Association.			
5.	Certificate of Registration with Government or semi government organization			
6.	Solvency Certificate			
7.	Professional Tax Clearance Certificate for last three years			
8.	Audited Balance Sheets of the Company for last three years			
9.	Sales Tax Registration Certificate			
10.	Certificate of Registration with Provident Fund Authorities			
11.	Experience or performance certificates issued by clients for successful execution / commissioning of Sewage Treatment Plants			
12.	Summary Sheet			
13.	Soft copy of entire document in CD			
14.	Any other documents (Please specify) (a) (b) (c)			

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