



**THANE MUNICIPAL CORPORATION,
THANE**

WATER SUPPLY DEPARTMENT

B-1 TENDER

FOR

**Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line at
Manorpada,Wakarwadi,Lorry Stand & Ambedkar road talaw in Uthalsar
Word Committee .**

**CITY ENGINEER
THE MUNICIPAL CORPORATION OF CITY OF THANE
THANE - 400 602.**

Signature of Contractor

No Of Correction

Executive Engineer

**THE MUNICIPAL CORPORATION OF CITY OF THANE
WATER SUPPLY DEPARTMENT**

Name of Work : **Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line at Manorpada, Wakarwadi, Lorry Stand & Ambedkar road talaw in Uthalsar Ward Committee .**

Estimated Cost put to tender : Rs. 6,92,300 /- (Rs. Six Lakhs Ninety Two Thousand Three Hundred Only)

Date of issue of blank tender form : From 01.02.2016 to 15.02.2016 upto 16.00 Hours

Due date of submission of tender : On or before 15.02.2016

Cost of blank tender form : Rs. 676/-

Earnest Money Deposit : Rs. 7,000/-

Type of Tender : B-1 Form

Signature of Contractor

No Of Correction

Executive Engineer

THE MUNICIPAL CORPORATION OF CITY OF THANE

CHECK LIST

NAME OF WORK: **Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line at Manorpada,Wakarwadi,Lorry Stand & Ambedkar road talaw in Uthalsar Word Committee .**

List of documents to be submitted in Envelope No. 1 of tender.

1. Receipted Challan of Bank of Maharashtra in the name of tmc e-tendering in support of having paid the cost of blank tender form and earnest money.
2. Registration certificate including that of renewal etc.
3. Experience Certificates for fulfilling eligibility criteria.
4. Full names of all partners if the tender is offered in partnership. Also the power of attorney if issued for the purpose.
5. Printed Form B-1
6. General conditions of Contract
7. Special Conditions of Contract
8. Undertaking by the contractor
9. Schedule 'A' & 'B'
10. General specifications

Note : All the above documents and this list must be signed by the tenderer before submitting the tender.

THANE MUNICIPAL CORPORATION

Name Of Work:- **Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line at Manorpada,Wakarwadi,Lorry Stand & Ambedkar road talaw in Uthalsar Word Committee .**

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Signature of Contractor

No Of Correction

Executive Engineer

Chapter – I
Notice Inviting Tender

ठाणे महानगरपालिका,ठाणे
पाणी पुरवठा विभाग

निविदा सूचना

ठाणे महानगरपालिकेतर्फे उथळसर प्रभाग समिती अंतर्गत मनोरपाडा वाकरवाडी लारीस्टड अवेडकर रोड तलाव येथे १०० मि.मी.व्यासाची डी.आय.व ५० मी.मी.व्यासाची जी.आय.जलवाहिन्या टाकणे. कामी रू.६,९२,३००/- अंदाजवर्चाच्या कामांकरीता ऑनलाईन निविदा मागविण्यात येत आहेत .

निविदा सुचना व निविदा प्रपत्रे ठाणे महानगरपालिकेच्या संकेतस्थळ <http://eprocurement.synise.com/tmc / www.thanecity.gov.in> वर दिनांक ०१.०२.२०१६ पासून दिनांक १५.०२.२०१६रोजी सायंकाळी ४.०० वाजेपर्यंत उपलब्ध आहेत.ऑनलाईन निविदा महापालिकेचे <http://eprocurement.synise.com/tmc / www.thanecity.gov.in> येथे दिनांक १५.०२.२०१६रोजी सायंकाळी ४.०० वाजेपर्यंत स्विकारण्यात येतील.सदरच्या निविदा शक्य झाल्यास त्याच दिवशी निविदाकार अथवा त्यांचे प्रतिनिधी यांचे समक्ष उघडण्यात येतील .

कार्यकारीअभियंता,
पाणीपुरवठाविभाग
ठाणेमहानगरपालिका,ठाणे

**THANE MUNICIPAL CORPORATION, THANE
WATER SUPPLY DEPARTMENT,
TENDER NOTICE**

On-line tenders are invited by Thane Municipal Corporation, Thane for the **Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line at Manorpada, Wakarwadi, Lorry Stand & Ambedkar road talaw in Uthalsar Word Committee** . of Estimated Cost Rs. 6,92,300/-

The tender Notice and tender forms will be available on websites <http://eprocurement.synise.com/tmc> / www.thanecity.gov.in from date 01.02.2016 to 15.02.2016 up to 16.00 hrs. On-line tender shall be received on the website <http://eprocurement.synise.com/tmc> / www.thanecity.gov.in on or before date 15 .02.2016 up to 16.00 hrs. and will be opened on the same day if possible.

Executive Engineer,
Water Supply Department,
Thane Municipal Corporation, Thane

THANE MUNICIPAL CORPORATION, THANE.
WATER SUPPLY DEPARTMENT
TENDER NOTICE

On-line tenders are invited for **Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line at Manorpada, Wakarwadi, Lorry Stand & Ambedkar road talaw in Uthalsar Ward Committee** . by Thane Municipal Corporation on percentage rate basis from Contractors who are registered with Central Government/ State Government/ Public Sector Undertaking /Corporation in appropriate class and category. The blank tender forms can be downloaded from the websites of TMC <http://eprocurement.synise.com/tmc> / www.thanecity.gov.in from 01.02.2016 to 15.02.2016. On line tenders shall be received on the website <http://eprocurement.synise.com/tmc> / www.thanecity.gov.in upto 16.00 hrs on or before 15.02.2016 and will be opened on the same day if possible .

Name of work : **Cleaning and Repairing of well in Uthalsar ward Committee**

- 1)
- 2) Class of Registration:- Class VIII and above
- 3) Estimated Cost (Rs): Rs. 6,92,300/-
- 4) Cost of blank tender form: Rs. 676.00
- 5) Earnest Money (Rs): Rs. 7,000/-
- 6) Security Deposit (5% of cost of work put to tender) (Rs) Rs. 34,700/-
 - a) Initial security deposit @ 3%: Rs. 20,800/-
 - b) Further security deposit to be Deducted From bills@ 2% Rs. 13,900/-
- 7) Validity period will be 180 days from the date of opening of tender.
- 8) Contractor should be registered Central Government/ State Government/ Public Sector Undertaking /Corporation in appropriate class and category.
- 9) Contractor should have successfully completed at least one similar type of work (**Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line .**) costing not less than Rs. 4.00 Lakhs in last Three years.
- 10) Joint venture share shall be clearly defined in terms of percentage in the registered J.V. agreement. Necessary stamp duty as per the regulations shall be paid while registering the Joint Venture Agreement. The tenders of joint ventures, whose

agreements have not been registered on payment of necessary stamp duty shall be out rightly rejected.

- 11) Detailed tender notice will be available in the office of City Engineer, TMC, Thane. The tender document is available on website of TMC, <http://eprocurement.synise.com/tmc / www.thanecity.gov.in> For other details regarding online tendering, contact Citizen Facilitation Centre (CFC) Ground floor, Mahapalika Bhavan, Dr.Almeda Road, Panchpakhadi, Thane(W) 400601.
- 12) Municipal Commissioner, TMC, Thane reserves the rights to accept the tender in full or in part or reject any or all tenders without assigning any reason thereof.
- 13) In case of any queries regarding tender, contact the office of Executive Engineer, Water Supply Department, Uthalsar Ward Committee, TMC,Thane.
- 14) The Successful tenderer has to submit Local Body Tax registration certificate before issuing work order(As per circular TMC/COMM/958 Dt.02/12/2013)

Executive Engineer
T.M.C.,Thane

Chapter – II

Detailed Tender Notice

**THANE MUNICIPAL CORPORATION, THANE
WATER SUPPLY DEPARTMENT**

DETAILED TENDER NOTICE

- 1. NAME OF WORK: Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line at Manorpada,Wakarwadi,Lorry Stand & Ambedkar road talaw in Uthalsar Word Committee .**

2. INVITATION :

- 2.1** Tenders hereunder are being invited in accordance with competitive e-bidding procedures of Thane Municipal Corporation, Thane.
- 2.2** All bidders are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements are liable to be rejected outrightly as non responsive.
- 2.3** All tenderers should submit a written request at the office of City Engineer, Thane Municipal Corporation, Thane on matters where clarification or additional information is desired.
- 2.4** All bidders are requested to quote as per tender specifications and considering the special conditions of contract.

3. DESCRIPTION OF PROJECT:

NAME OF WORK: Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line at Manorpada,Wakarwadi,Lorry Stand & Ambedkar road talaw in Uthalsar Word Committee .

Broad Scope: The Scope stated herein is only for the guidelines of the bidders. Detailed scope same shall be as per the detailed specifications and special conditions of contract.

The scope of work Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line in Uthalsar Word Committee other works as directed by the Engineer-in-charge

4. ELIGIBILITY AND QUALIFICATION REQUIREMENTS:

- 1) Contractor should be registered with Central Government/ State Government/ Public Sector Undertaking /Corporation in appropriate class and category.

- 2) Contractor should have successfully completed at least one similar type of work (**Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line .**) costing not less than Rs. 3.00 Lakhs in last Three years.
- 3) Joint venture share shall be clearly defined in terms of percentage in the registered J.V. agreement. In case of successful bidder, the JV agreement shall be registered & M.O.U. with article of association of each company should be submitted before the execution of agreement with TMC.

5. ISSUE OF BLANK TENDER FORMS

- i. Blank tender will be available on website <http://eprocurement.synise.com/tmc / www.thanecity.gov.in> The cost of blank tender form (Rs. 676/-) shall be paid as per the e-tendering procedure and Scanned copy of receipted challan of Bank of Maharashtra shall have to be uploaded along with Envelope No. 1.
- ii. The bidders shall ensure that they have downloaded the tender document fully along with the corrigendum/ common set of deviations etc. uploaded during the period prescribed for sale of tender document.
- iii. All tenders are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications and other requirements and conditional tenders will be rejected.

6. PERIOD OF COMPLETION :

The period of completion shall be **02 (Two)** calendar months **including monsoon** from the date of order to proceed with the work.

Being a maintenance type of work, the Thane Municipal Corporation does not guarantee that the entire scope of contract value shall be available within the prescribed time limit. Hence, no claim for compensation towards curtailment of scope shall be entertained by the Thane Municipal Corporation.

However, if necessary and contractor desires, extension of time limit shall be granted, as decided by competent authority of TMC, for completion of balance scope of work. However, in such a case no price variation or claim of contractor towards compensation on account extended time limit shall be entertained by the Thane Municipal Corporation.

7. EARNEST MONEY :

i) The amount of Earnest Money is Rs. 7,000/-(Rs. Seven Thousand Only) And the amount of tender form fee including e-tendering charges & Vat is Rs. 676 (Rs. Six hundred seventy six only). The amount for tender form fee & earnest money to submit as per E Tendering Procedure and online receipt for the same should be uploaded with the tender document along with technical bid.

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

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

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

1. Please mention the following details while making the **RTGS/NEFT** payment from your Bank:
 - (a) Beneficiary account number - <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 400 013**
 - (c) Beneficiary IFSC code - **ICIC0000104**
2. One day after making the payment, please log in to our portal. While making payment for Document Fee / EMD, please select the RTGS/NEFT payment option at the document fee/ EMD payment screen. Upon doing so, you shall be able to view the funds remitted by you through NEFT/RTGS as available balance.
3. Please proceed to make the payment. Upon doing so, the required amount to be paid through the Document fee/EMD, shall get appropriately deducted from the available balance and payment shall be confirmed real time.
4. A receipt number would also get generated after successful payment.
5. Kindly note that the payment is required to be made one day before you would like to make the document fee/EMD payment through our portal.

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

(Note for Contractors/Bidders :

It will be solely upon the bidder's choice to select any of these payment options best suited to him. It is understood that the bidder is aware of the payment cycle and other

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

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

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

- ii) Earnest Money in any mode other 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.

Tender not accompanied by an Earnest Money Deposit are 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 for the period of one year.

- iii) The Earnest Money Deposit will be returned to the unsuccessful tenderers immediately after issue of work order to successful tenderer or at expiry of validity period if tenderer do not wish to extend validity period. Tenderer to note that EMD of all those tenderers beyond three qualified lowest, will be refunded on the same day in the form they have submitted. A written request to this will be made by tenderer, On receiving written request, engineer incharge shall forward request of tenderer to finance department within three working days. The earnest money deposit of the successful

tenderer shall be returned after he furnishes initial security deposit and duly enters into contract.

- i v) 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 including additional security deposit (if any) and attend the office of the Executive Engineer, Thane Municipal Corporation, Dr. Almeida Road, Pachpakhadi 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.

8 LANGUAGE OF TENDER :

The tenders shall be submitted in the prescribed forms in “English” language only. Language for communication may be Marathi.

9 TENDER VALIDITY PERIOD :

Validity of the offer will be **180 days** from the date of opening of tender documents and thereafter unless extended if required to do so, to this consent will be taken from tenderers who wish to do so.

10. OPENING OF TENDERS :

Tenders will be opened by the City Engineer, Thane Municipal Corporation, in the presence of tenderers or their representatives of Contractor who choose to remain present at 16.30 hrs. On 15 .02.2016 if possible. The tenderer or their representatives, who are present shall sign the register in token of their attendance.

11. WHOM TO CONTACT :

The Executive Engineer, Water Supply Department, Uthalsar Ward Committee, Thane Municipal Corporation, Thane may be contacted for any further information on the tender.

12. THE TENDER ACCEPTING AUTHORITY :

The acceptance of tender vests with the Municipal Commissioner of Thane Municipal Corporation, Thane who reserves the right to reject any or all tender without assigning any reason thereof.

13. SECURITY DEPOSIT :

The successful tenderer whose tender is accepted will have to pay the initial Security Deposit 3% of Tender amount i.e. **Rs. 20,800/- (Rs. Twenty Thousand Eight Hundred only)** in the form of cash or Bank Guarantee (in the form prescribed by the Thane Municipal Corporation, Thane on Stamp Paper (The stamp duty shall be as per the prevailing Government Regulations. Specimen form is enclosed in the tender Documents) for the entire period of contract, including defect liability period as per Clause 20 of Agreement B-1 form, of any Scheduled Bank within prescribed time. The balance Security Deposit 2% of tender amount i.e.(viz.) **Rs.13,900/- (Rs. Thirteen Thousand Nine Hundred only)** will be recovered from the Running Accounts Bills @ 5 % of Gross value of the Bill.

If Contractor quotes the rates lower than 10% below the cost put to tender, then contractor shall have to pay additional security deposit as follows:-

| Sr. No. | Rate quoted | Additional Initial Security deposit (%ge on estimated cost put to tender) |
|---------|---------------------|---------------------------------------------------------------------------|
| 1 | 10 to 15% below | 5% |
| 2 | More than 15% below | 10% |

The additional Initial Security deposit shall be submitted along with the prescribed initial security deposit in the same form

13.1 Refund

The security deposit shall be refunded after completion of defect liability period prescribed for this contract in accordance with the provisions in clause - 1 and 20 the contract.

However, the additional security deposit as mentioned in Clause 13 above shall be refunded immediately after completion of work.

14. TENDER DOCUMENTS :

14.1 Contents of Tender Documents

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

- Notice Inviting Tender
- Detailed Tender Notice.
- General Conditions & Additional Conditions of Contract.
- Special conditions of contract.
- Undertaking by the contractor
- Agreement Form 'B- 1'
- Schedule 'A'
- Schedule 'B' and
- Model forms and

14.2 The tenderer is deemed to have examined carefully all instructions, conditions, forms, terms, technical specifications, Schedule 'B' and Drawings in the tender documents. Failure to comply with the requirements of tender submission shall be at the tenderer's own risk. Tenders which are not substantially responsive to the requirement of the tender documents are liable to be summarily rejected.

14.3 The tenderer shall submit only an unconditional offer which complies fully with the requirements of the tender documents.

14.4 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 (including advance loan for mobilization for timely completion, etc.) shall be entertained or considered further in the process of tender evaluation. Further more, any deviation from the conditions of tender or technical specifications or other requirements stipulated in these tender documents other than those specifically clarified/amended by issue of corrigendum/ CSD shall be summarily rejected as non responsive.

14.5 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.

- 14.6** 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.
- 14.7** The corrigendum/ addendum will be uploaded on the website of TMC and it will be responsibility of the bidders to download the same, who have downloaded the tender documents, and will be binding upon them irrespective of whether the prospective tenderers acknowledge receipt of the same or not.
- 14.8** 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 extend the deadline for the submission of tenders.

15. MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPAINMENT :

- 15.1** Tender is to be submitted On-Line as per E-Tendering procedure.
Tenderer shall submit the tender and documents On-Line as per E-Tendering procedure.

TECHNICAL BID (Submitted as per E-Tendering procedure) :

The tenderer shall submit the following documents in Envelope-1 on line.

- 15.1.1** Earnest money deposits Rs. 7,000/- and tender document fees of Rs. 676/-along with the tender should be (Submitted as per E-tendering procedure) deposited on-line as per E-tendering procedure.

Department Code : 1100 Function Code : 0 Budget Code:413956

- 15.1.2** Attested copy of valid certificate as a registered Contractor with the central Government/ State Government/ public undertaking/ Corporation in appropriate category mentioned in tender notice.

15.1.3 Contractor should have successfully completed at least one similar type of work (**Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line .**) costing not less than Rs. 3.00 Lakhs. All documents pertaining to qualification criteria serially as indicated in notice inviting tender with attestation.

Original document shall be produced at the time of opening of the tender for the verification by Engineer in charge of TMC.

15.2 Price-Bid Documents submitted as per E-Tendering Procedure:

The tenderer should quote his offer in percentage at appropriate place, online on website <http://eprocurement.synise.com/tmc/> / www.thanecity.gov.in The bidder shall note that he should not quote his offer directly or indirectly anywhere in the documents submitted in Envelope no. 1

15.3 The City Engineer, 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 City Engineer, Thane Municipal Corporation, Thane and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

15.4 OPENING OF TENDERS :

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

Technical Bid:

First of all Envelope No.1 (Technical bid) submitted by all tenderers online as per E-tendering procedure will be opened to verify its contents as per tender requirements.

All the tenderers should produce original documents for verifications of online submitted documents by the tenderers at the time of opening of the technical bid, If the required documents do not meet the tender requirements, it will be recorded accordingly by the tender opening authority and the said tenderer's Price-Bid will not be considered / opened for further action and the reason will be recorded.

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

15.5.1 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.

15.5.2 The tenders do not accompany the Cost of blank tender form and Earnest Money Deposit

- 15.6** Income Tax, work contract tax and all other statutory taxes and levies etc. 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.
- 15.7** Schedule 'B' of contract shows the items of work to be executed, the estimated quantity, the rate, amount of such item as per estimate and the total estimated cost put to tender. The tenderer should quote his rate in terms of percentage above or below the said estimated cost by writing the percentage both in words and figures scoring out one of the printed words below/above on B - I tender form.
- 15.8**
- i) The Contractor should particularly note the units on which the rates are based. In case, any difference noticed in the unit shown in the column of Unit the Contractor should approach the Executive Engineer well in advance before submission of the tender and get the discrepancy set right. If any discrepancy not pointed out by the Contractor is noticed, later on the City engineer, decision will be final and binding on the tenderer.
 - ii) 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.
 - iii) 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.
 - iv) 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.
 - v) The Contractor shall make at his own expenses all preliminary arrangements including establishing site office etc. immediately after the contract is awarded to him.
 - vi) The Contractor shall comply with the provision of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1961, the Contract Labour (Regulation

and Abolition) Act, 1979, and any modification thereof or any law relating there to, and rules made there under from time to time.

16. ACCEPTANCE OF THE TENDER :

Acceptance of the tender would be intimated to the Contractor by speed post or courier or Fax.

Chapter – III

General Conditions of Contract and Additional Conditions of Contract

NAME OF WORK :- Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line at Manorpada,Wakarwadi,Lorry Stand & Ambedkar road talaw in Uthalsar Word Committee .

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the contract the following terms shall be interpreted as indicated.

- a) The “Contract” means the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties, includes all attachments and appendices thereto and all documents incorporated by reference therein. Contract in the deed of contract together with all its original accompaniments and these later incorporated in it by internal consent.
- b) “The Contract Price” means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations.
- c) “The Goods” means all of the equipments, machinery and/or other materials which the contractor is required to supply to the owner under the contract.
- d) “Services” means the services ancillary to the contract such as transportation, insurance and any other incidental services such as provision of technical assistance, training and other such obligation of the contractor covered under the contract.
- e) “The Owner” means, the Thane Municipal Corporation, Thane (Maharashtra) and the officer designated by it.
- f) “The Contractor” means successful tenderers whose tender has been accepted and who has been authorized to proceed with the work.
- g) “TMC” means the Thane Municipal Corporation constituted under the BPMC act 1949 (Act No. L1 x 1949).
- h) “The Commissioner” means the Commissioner of Thane Municipal Corporation who for the time being is holding that office and also his successor and shall include any officer authorized by him.
- i) “The City Engineer” means the Officer of TMC so designated or any other officer who for the time being is holding that office/entrusted with that function, duties and powers.
- j) “Tender” means the proposal of the contractor submitted in the prescribed form setting forth the prices for the goods to be supplied and other related services to

be rendered and setting forth his acceptance of the terms and obligators of the conditions of contract and specification except is so for as the variation requested by the TMC at the time of bid.

- k) "Contract time" means period specified in the document for the entire execution of contracted works and other services to be rendered commencing from the date of notification of award including mansoon period.
- l) "Month" means calendar month.
- m) "Site" means the location at which the contractor will have to execute the contracted work.
- n) "The Engineer" shall means the Executive Engineer or Project Management Consultant in charge of work.

2. LOCATION

The work shall be situated within Uthalsar Ward Committee limits of Thane Municipal Corporation.

3. SCOPE OF WORK

Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line in Uthalsar Word Committee ..

4. SPECIFICATIONS

The wording of items in Schedule - B shall be taken as guidelines for general provisions and coverage under the item. The detailed specifications shall be as per those specified under specifications and Indian Standard code of practice.

5. WATER

The contractor shall make his own arrangements at his own cost for water required for construction as well as for testing purpose. In case it is possible for TMC to supply the water, on receipt of application from Contractor, the water shall be charged at prevailing rate of water supply under 'Non Domestic' category. The details of connection and other terms and conditions as directed by the Engineer shall be applicable.

6 SECURITY DEPOSIT AND INDEMNITY

6.1 SECURITY DEPOSIT

The Security deposit shall be returned to the contractor without any interest, when the contract ceases (after Defect Liability Period) without any obligation under the contract. If the contractor is at default the Security Deposit shall immediately become payable to the department.'

However, the additional Initial Security Deposit, if any, shall be refunded on completion of work.

6.2 LOSS OR DAMAGE AND INDEMNITY AGREEMENT

The contractor shall be responsible during the progress as well as maintenance for any liability imposed by law for any damage to the work or any part thereof or to any of the materials or other things used in performing the work or for injury to any person or persons or for any property damaged in or outside the works, limit. The contractor shall indemnify and hold the owner and the Engineer harmless against any and all liability, claims, loss or jury, including costs, expenses, and attorney's fees incurred in the defense of same arising from any allegation, whether groundless or not of damage or injury to any persons or property resulting from the performance of the work or from any material used in the work or from any condition of the work or work site, or from any cause whatsoever during the progress and maintenance of the work.

6.3 ADVANCED PAYMENT AGAINST MATERIAL SUPPLIED

The contractor shall submit a bill for advance payment against material supplied in the appropriate format, which shall be entitled for the payment of 80 % of estimated value of material supplied during the progress of work.

As and when the material on account of which an advance has been paid are incorporated in the work for the amount of such advance shall be deducted from the next payment. The material shall be supplied and brought to the site with prior written permission of Engineer in charge.

7. SUPERVISION AND SUPERINTENDENCE

7.1 CONTRACTOR'S SUPERVISION

The contractor shall supervise and direct the works efficiently and with his best skill and attention. He shall be solely responsible for means, methods, techniques, procedures, and sequences of work. The contractor shall co-ordinate all parts of the works and shall be responsible to see that the finished work complies fully with the contract Documents, and such instructions and variation orders as the Engineer may issue during the progress of the works.

7.2 AGENT

The contractor shall keep on the work at all times during its progress a competent resident agent satisfactory to the Owner, who shall not be replaced without ten (10) day's written notice to the Engineer except under extra ordinary circumstances. The agent shall be the contractor's representative at the site and shall have authority to act on behalf of contractor. All communications, instructions, and directions given to the agent shall be binding as if given to the

contractor. Any order or direction given by the Engineer not otherwise required to be in writing will be given or confirmed in writing upon request of the contractor.

8. CARE AND USE OF SITE

The contractor shall not commence operation on land allotted for work except without prior approval of the Engineer. If these lands are not adequate the contractor may have to make his own arrangement for additional lands.

The contractor shall not demolish, remove or alter any of the structures, trees or other facilities on the site without prior approval of the Engineer. All rubbish shall be burnt or removed from the site as it accumulates. All surface and soil drains shall be kept in clean and workman like state. All the area of contractor's operations shall be cleared before returning them to the Engineer. The contractor shall make good any damage or alternations made to the areas or property or land handed over to him before they are returned.

9. USE OF EXPLOSIVE

The contractor shall comply with all laws, ordinance, regulations, codes, and orders governing the transportation, storage and use of explosives, shall exercise extreme care not to endanger life or property, and shall be responsible for all injury or damage resulting from the use of explosives for or on the work. No blasting shall be done in the vicinity of existing structures above or below the ground without the prior written consent of the Engineer thereof, and of the Engineer of the works.

10. MANUFACTURER'S INSTRUCTIONS

Unless otherwise provided in the contract documents, the contractor shall apply, install erect, connect, use, clean, condition and operate manufactured articles, materials and equipment in accordance with the various manufacturer's instructions including those in the instruction manuals. The contractor shall compare the requirement of the various manufacturer's instructions with requirements of the contract documents, shall promptly notify the Engineer in writing of any difference between such requirements, and shall not proceed with any of the works affected by such differences until an interpretation or clarification is issued pursuant to Article. The contractor shall bear all costs for any error in the work resulting from his failure to comply with the various requirements and notify the owner of any such difference.

11. PROTECTION

The contractor shall take all precautions and furnish and maintain protection to prevent damage, injury or loss to all employees and work-men on the work and all other persons who may be affected thereby, all the works and all materials and

equipment to be incorporated there in whether in storage on or off the site, under the care, custody or control of the contractor or any of his sub-contractor or sub-contractors and other improvements and property at the site or where work is to be performed including buildings, trees and plants, poles line, fences guards rails, guide posts, culvert and project makers, signs structures, conduits, pipelines and improvements within or adjacent to streets, right-of-way, or easements, except those items required to be removed by the contractor in the contract documents. The contractor's protection shall include all the safety precautions, and the notification of the owners of utilities and adjacent property.

The contractor shall protect adjoining site against structural, decorative and other damages that could be caused by the execution of works and make good at his cost any such damages.

12. UTILITIES AND SUBSTRUCTURES

The indication of the type and approximate location of existing utilities and sub-structures in the contract documents represents a diligent search of known records, but the accuracy and completeness of such indications are not warranted by the owner or the Engineer and utility structures and services not so indicated may exist. Before commencing any excavations, the contractor shall investigate, determine the actual locations and protect the indicated utilities and structures. The contractor shall determine the existing position and ownership of other utilities and substructures in the site before the work is to be performed by communication with such owners, search of records, by using cable / pipe locations or otherwise and shall protect all such utilities substructures. It is to bring to the specific notice of the contractor that the work lies entirely within Municipal Corporation limits of Thane and the pipe line is required to negotiate the busiest roads of the city.

Besides the proposed distribution mains, various existing water distribution lines, drainage pipelines, telephone cables, Electrical cables gas pipelines etc. and subsequent connections of these services to individual properties may be encountered both along and across the proposed work. The contractor shall be very careful in doing the work, so as to least disturb the services and rectify them as soon as possible, if disturbance is inevitable, at his cost.

While lining out every care shall be taken to see that the line does not remain near drainage line and minimum horizontal and vertical separation is observed.

Regarding service connections disturbed by the contractor. It is totally the responsibility of the contractor to restore them immediately at his cost only.

In case water distribution, transmission lines are encountered and they required shift in the opinion of the Engineer, it shall be carried out immediately in such a fashion that it least disturbs the service. The payments, if any shall be regulated as per detailed specifications incorporated in this tender. The content of "Detailed Specifications" shall govern in respect of such contingencies.

13. RESTORATION AND REPAIR

Except for those improvements and facilities required to be permanently removed by the contract documents, the contractor shall make satisfactory and acceptable arrangements with the appropriate owners and at his expenses, shall repair and restore all improvements, structures, roads, property, utilities, and facilities, disturbed, disconnected or damaged as a result or consequence of his work or the operations of those whom he is responsible or liable, including that caused by trespass of any of them with or without his knowledge or consent, or by the transporting of workmen, materials or equipment to or from the site. The detailed item wise specifications for item of refilling shall apply in respect of extent up to which the damaged road surfaces shall be restored by the contractor.

14. WORKMEN

The contractor shall at all times enforce strict discipline and good order among his employees and those of any subcontractor, and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The contractor's employees employed on the work who fail to perform the work in the manner required by the owner or the Engineer, shall be discharged immediately and such person shall not be re-employed such discharge shall not be the basis of any claims for compensation or damages against the owner or the Engineer.

The contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour laws and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the contractor. Notwithstanding anything contained herein, the Engineer may at his discretion take such actions as may be necessary for compliance of the various labour laws and recover the cost thereof from the contractor.

In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the contractor shall without prejudice to any other liability under the acts pay the Owner a sum as decided by the Engineer.

15. WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

Unless otherwise provided, none of the permanent works shall be carried out during night, Sundays or authorized holidays without permission in writing. However, when work is unavoidable or necessary for the safety of life, property or works, the contractor shall take necessary action immediately and advise the Engineer accordingly.

16. WORKMANSHIP

The quality of workmanship produced by skilled knowledgeable and experienced workmen, mechanics and artisans is required for the work. Particular attention shall be given to the appearance and finish of exposed work. The decisions of the

Engineer with regard to the quality and adequacy of workmanship shall be final and binding.

17. MATERIALS AND EQUIPMENT

All materials and equipment incorporated in the work shall be new and of the best commercial quality suitable for the purpose intended, and approved by the owner prior to use in the work. The contractor shall provide proper storage facilities and exercise such measures as will ensure the preservation of the required quality and fitness of all materials and equipment. Materials or equipment not conforming to the requirements of the contract documents shall be rejected and immediately removed from the site of the works at contractor's cost.

17.1 OPTIONAL MATERIALS

Only one brand, kind or make of material or equipment shall be used for each specific purpose throughout the works notwithstanding that similar materials or equipment of two or more manufacturer or proprietary items may be specified for the same purpose.

17.2 MATERIALS FURNISHED BY OWNER

The quantities of materials to be supplied by the Owner shown in material schedule are approximate. The quantity actually required for works and reasonable requirements for all preliminary and enabling work incidental to the work, will be supplied by the owner as per stipulations in the schedule. The Engineer may permit the contractor to use his own materials in lieu of the materials to be furnished by owner as indicated in the schedule subject to such stipulations as the Engineer may indicate.

The contractor shall be responsible for all transport and storage of the materials from the place of issue and shall bear all the related costs. The Engineer shall be entitled at any reasonable time to inspect or examine all such materials. The contractor shall provide access for such inspection or examination as may be required. All the materials issued to the contractor and not used on the works shall remain the property of the owner.

The contractor shall not remove such materials from the site without the prior written approval of the Engineer. The contractor shall place firm indents for his monthly requirements, of the materials at the start of the work. The contractor shall keep an accurate record of use of owner's materials used on the works in a prescribed manner. Whenever materials issued to the contractor are in excess of the requirements, the contractor shall return such surplus materials to the place of issue at his cost. The materials returned by the contractor shall be credited to him at the rates at which they are originally issued less the value of any deterioration or damage which may have been caused to the said materials while in the custody of the contractor. On completion of the work, if the contractor fails to return the surplus materials, the Engineer in addition to any other liability which the contractor will incur as a result of his failure to return those materials, by a written

notice to the contractor, may charge him for such surplus materials not returned at the rate decided by Engineer.

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

17.3 SUBSTITUTIONS AND EQUALS

Reference in the contract documents to any materials, item of equipment, or type of construction by manufacturer's name, make, catalogue number or other proprietary identification shall be interpreted as established a standard of quality. If the contractor wishes to furnish or use a proposed substitute or equal material, item of equipment, or type of construction, he shall make written application to the Owner for approval, certifying in writing that the proposed substitute or equal will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified, and stating all variations in costs pertaining to the application. No proposed substitute or equal shall be ordered or installed without the written approval of the Engineer and it shall be understood and agreed that the decision of the Engineer in this matter shall be final and binding.

The contractor at his expenses shall remove the unauthorized materials or equipment if installed without the Engineer's approval and install those required by the contract documents or as directed by the Engineer.

17.3.1 USE OF APPROVED SUBSTITUTIONS OR EQUALS

The contractor's use of approved substitutions of equals shall in no way relieve the contractor from compliance with the contract documents. The contractor shall bear all extra expenses resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting, and permits where necessary, whether the Engineer's approval is given before or after receipt of Tenders.

18. LAWS AND REGULATIONS

18.1 GOVERNING LAWS

The contract documents shall be governed by the laws and by laws of India, the State of Maharashtra and as applicable at the place of work.

18.2 COMPLIANCE

The contractor shall inform himself of all laws, ordinances, codes, rules and regulations in any manner affecting those employed on the works or the materials used in the works, or in any way affecting the conduct of the works and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the work.

He shall at all times himself observe and comply with and shall require all his agents, employees sub-contractors to observe and comply with all such applicable laws, ordinances rules regulations, orders, and decrees in effect or which may become effective before completion and acceptance of the work and shall protect and indemnify the owner and the Engineer against any claim of liability arising from or based upon the violation of any such law, ordinance, code, rule, regulation order or decree, whether by himself, his employee, or his sub-contractor, or any other person or organization, employed for or upon the work. If the contractor observes that any requirement of the contract document, is at variance with such laws, ordinance, codes, rules, regulations, orders or decrees he shall promptly notify the Engineer in writing and shall not proceed with any work affected by such variance without the Engineer's written instruction.

18.3 PERMITS, FEES AND TAXES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Governmental fees and license necessary for the execution and completion of the work. The contractor shall pay all sales, local, income and other taxes required by law including all taxes properly assessed against his equipment or property used in connection with the work, and clearance certificates shall be shown to the Engineer. If the contractor is entitled for any refund of above taxes, necessary certificates regarding the use of materials for Thane Municipal Corporation will be issued by the Engineer-in-charge.

18.4 PERMISSIONS FROM GOVERNMENT/ SEMIGOVERNMENT/ PRIVATE DEPARTMENT

All necessary permissions from concern government/semi government/private department required for the commencement and execution of the work is the responsibility of the contractor. The department will only help in obtaining such permission.

19. BURIED AND CONCEALED WORK

The contractor shall help in recording the precise location of all piping, conduits, ducts, cables and like work that is buried, embedded in concrete or masonry, or concealed in wood or metal framed walls and structures at the time such work installed and prior to concealment. Should the contractor cover such buried or concealed work before such recording takes place he shall uncover the unrecorded work to the extent required by the Engineer and shall satisfactorily restore and

reconstruct the removed work with no change in the contract price or the contract time. The concerned items cover the cost of above job and no extra claims on this account will be entertained.

20. SAFETY PRECAUTIONS AND EMERGENCIES

20.1 CONTRACTOR'S RESPONSIBILITY FOR SAFETY

The contractor shall be solely responsible not withstanding any stipulation by owner or Engineer for initiating, maintaining and supervising all safety precautions and programme in connection with the work and shall comply with all laws, ordinances codes, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

On the occurrence of an accident arising out of the works which result in death or which is so serious as to likely to result in death, the contractor shall within one hour of such accident intimate in writing to the Engineer the facts stating clearly and in sufficient details the circumstances of such accidents and subsequent action taken by him. All other accidents on the works involving injuries to the persons or property other than that of the contractor shall be promptly reported to the Engineer stating clearly and in sufficient details the facts and circumstances of such accidents and the action taken by the contractor.

In all cases the contractor shall indemnify the Engineer against all loss or damages resulting directly or indirectly from the contractor's failure to report in the manner aforesaid. This includes the penalties or fines, if any payable by the owner as consequence of failure Act or otherwise to conform to the provisions of the said Act in regard to such accidents.

In the event of an accident in respect of which compensation may become payable by the contractor or by the owner as the principal employer, the Engineer may retain out of moneys due to payable to the contractor such sum of moneys as may, in the opinion of the Engineer be sufficient to meet such liability, on the receipt of award from the Labour Commissioner in regard to the quantum of compensation, the difference in the amount will be adjusted.

The contractor shall not keep the trench open more than 200 meters length on a single road and total no of such road shall not exceed 4 nos in nearby vicinity to ensure safety and avoid public & traffic inconvenience.

20.2 WARNING AND BARRICADES

The contractor shall provide and maintain barricades, guards, guard rails, temporary bridges and walk ways, watchmen, nigh lights and danger signals illuminated from sunset to sunrise and all other necessary appliances and safe guards to protect the work, lift, property, the public, excavations, equipment, and materials as generally required. Barricades shall be of substantial construction

and shall be painted such as to increase their visibility at night. For any accident arising out of the neglect of above instructions, the contractor, shall be bound to bear the expenses of making good damages or of defense of every suit action or other legal proceedings, at law that may be brought, by any person for injury sustained owing to neglect of the above precautions, and to pay all damages and costs which may be awarded in any such suit, action or proceedings to any such person, or with which the consent of the contractor be paid in compromising any claim by any such person.

21. ENGINEER'S STATUS DURING CONSTRUCTION

21.1 AUTHORITY OF THE ENGINEER

The Engineer shall have the authority to enforce compliance with the contract documents. On all the questions relating to quantities, the acceptability of materials, equipment, or works, the adequacy of the performance of the work, and the interpretation of the Drawings and specifications, the decision of the Engineer is final and binding and shall precedent to any payment under the contract agreement unless otherwise provided in the contract documents. The Engineer shall have the authority to stop the work or any part thereof as may be necessary to ensure the proper execution of the work, to disapprove or reject the works which is defective, to require the uncovering and inspection or testing of the works to issue interpretation and clarifications, to order changes or alternations in the work, and other authority as provided elsewhere in contract documents.

The Engineer shall not be liable for the results of any ruling, interpretation or decision rendered, or request, demand, instruction or order issued by him in good faith. The contractor shall promptly comply with requests, demands, instructions and orders from the Engineer.

21.2 FUNCTIONS OF THE ENGINEER

The whole of the works shall be under the direction of the Engineer, whose decision shall be final, conclusive and binding on all parties to the contract on all questions relating to the construction and plans, working drawings, sections, specifications connected with the work. The Engineer shall have the power and authority from time to time and at all times to make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to the terms of the specifications, and the contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, fully and effectively.

Engineer may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any works or any portion of work executed or partially executed to be removed, changed or altered and if needful, may order that other works shall be substituted instead thereof and the difference of expense occasioned by any such diminution or alteration so ordered and directed shall be deducted from or added to the

amount of this contract. No work which radically changes the original nature of the contract shall be ordered by the Engineer and in the event of any deviation being ordered which in the opinion of the contractor changes the original nature of the contract, he shall nevertheless carry it out and any disagreement as to the nature of work and rate to be paid therefore shall be resolved mutually.

The time of completion of work shall, in the event of any deviations resulting in additional cost over the contract sum being ordered, be extended reasonably by the Engineer. The Engineer's decision in this case shall be final and conclusive.

21.3 DUTIES OF THE ENGINEERS REPRESENTATIVE

The duties of the representative of the Engineer are to check, inspect and continuously supervise the work and to test any material to be used or workmanship employed in connection with the works. He shall furnish the drawings and information to the contractor, approve the contractor's drawings subject to post-facto approval and signature of the Engineer, recommend and approve the interim certificates, and taking over certificates after thorough checking and inspection and recommend extra works required and extension of time.

Approval for or acceptance of any work or material or for failure to disapprove any work or material by the representative of the Engineer shall not prejudice the power of the Engineer there after to disapprove such work or material and to order removal or modification thereof. If the contractor is dissatisfied with any decision of the Representative of the Engineer, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

22. DEFECTS AND RECTIFICATION

For the period of (06) Six months from the date of issuance of the completion certificate in accordance with Article 27 the contractor shall remain liable for any of the work or works or parts thereof or equipment and fittings supplied which in the opinion of the Engineer fail to comply with the requirements of the contract or are in any way unsatisfactory or defective (fair wear and tear excepted). This period shall be reckoned as defect liability period or maintenance period implied in Clause 20 of B-1 form of agreement.

To the intent that the works and each part thereof shall at or as soon as practicable after the expiration of the above period be taken over by the Engineer in the condition required by the contract to the satisfaction of the Engineer, the contractor shall finish the work (if any outstanding at the date of completion as certified under Article 27) as soon as may be practicable after such date and shall executed all such work of repair, amendment, reconstruction, rectification and making good of defects, imperfections shrinkage's or other faults as may during the period of Maintenance or within fourteen (14) days after its expiration be required of the contractor in writing by the Engineer as a result of an inspection made by or on behalf of the Engineer prior to the expiration of the above period.

All such work shall be carried out by the contractor at his own expense if the necessity thereof shall in the opinion of the Engineer be due to the use of materials or workmanship not in accordance with the contract documents or to the negligence or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under contract. If the contractor shall fail to do any such work as aforesaid required by the Engineer, he shall be entitled to carry out such work by his own workmen or by other contractors and if such work which the contractor should have carried out at the contractor's own cost, the Engineer shall be entitled to recover from the contractor the cost thereof or may deduct the same from the money due including security deposit or other money that become due to the contractor. Notwithstanding the aforesaid, if the contractor remains in default one calendar month after the Engineer has given written instructions, he may invoke Article 9 and the Security deposit shall become payable to the Department, who will deduct the cost plus over head expenses of such works as have been necessary to rectify the contractor's default and the balance if any shall be disbursed.

23. RIGHT TO WITHHOLD

The Engineer may refuse to approve any payment, because of subsequently discovered evidence or the results of subsequent inspections or tests and such payment previously approved and paid to such extent as may be necessary in the opinion of the Engineer to protect him from loss because (a) the work is defective, (b) third party claims have been filed or there is reasonable evidence indicating probable filing of such claims (c) of the contractor's failure to make payment properly to sub contractors or for labour, materials or equipment (d) of damage to another contractor or to the property of others caused by the contractor (e) of reasonable doubt that the balance work can not be completed within the unpaid balance of the contract price (f) of reasonable indication that the work will not be completed within the contract time (g) of the contractor's neglect or unsatisfactory progress of the work including failure to clean up (h) of payment due to the Engineer from the Contractor, or (I) of provisions of law that enable or require the Engineer to withhold such payments in whole or in part, when the grounds for withholding payments are removed, payment will be made for amounts withhold because of them to the extent the contractor is entitled to payment.

24. FINAL INSPECTION AND ACCEPTANCE

Upon written notice from the contractor that the entire work required by the contract documents is complete and that all submittals required of him are made, and after the contractor has delivered the Bonds, Certificates of inspections, guarantees, warranties, releases and other documents all as required by the contract documents or by law, the Engineer will make a final inspection, and he will notify the contractor in writing of any particulars in which this inspection reveals that the work is defective and will also notify the contractor in writing of any deficiency in the submittals and other documents required of him. The

contractor promptly shall make such correction as are necessary to remedy all defects or deficiencies. After the contractor has completed any such corrections to the satisfaction of the Owner, the Engineer will issue a written completion certificate of the work and file a notice of completion required by law or otherwise.

25. CONTINUING OBLIGATION OF THE CONTRACTOR

The contractor's obligation to perform and complete the work in accordance with the contractor documents is and shall be absolute. Neither the observation during construction and final inspection of the work by the Engineer, nor any payment to the contractor under the contract documents, nor any use or occupancy of the work or any part thereof by the Engineer, nor any act of acceptance by the Engineer nor any failure to do so, nor any correction of defective work by the Engineer shall constitute acceptance of work not in accordance with the contract documents.

26. INCOME TAX

Deduction of income tax will be made at prevailing and in force rate of each bill in excess of Rs. 5,000/- or as per the advice of the Income tax authority.

27. FORCE MAJEUR

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of the acts of God and in particular unprecedented floods, volcanic eruptions, earthquake or other convulsion of nature and other acts such as, but not restricted to, invasion, act of foreign countries, hostilities or war like operations before or after declaration of war, rebellion, military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

28. RECORDS AND MEASUREMENTS

The Engineer, shall except as otherwise stated therein, determine by measurement the value in accordance with the contract of works done in accordance therewith.

All items having a financial value shall be entered in a measurement book, level book etc. as prescribed by the Engineer so that a complete record is obtained of all work performed under the contract.

Measurements shall be taken jointly by the Engineer or his authorized representative and by the contractor or his authorized representative. Before taking measurement of any work the Engineer or the person deputed by him for the purpose shall give reasonable notice to the contractor. If the contractor fails to attend or send an authorized representative for measurement after such notice or

fails to countersign or record the objection within a week from the date of measurement, then in any such event measurements taken by the Engineer, or by the person deputed by him shall be taken to be correct measurement of the work and shall be binding on the contractor.

The contractor shall, without any extra charge, provide assistance with every appliance and other things necessary for measurements.

Measurements shall be signed and dated by both the parties each day (of taking measurement) on the site on completion of measurements.

29. WRITTEN NOTICE

Written notice shall be deemed to have been duly served or delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice. The address given in the contractor's Tender on which the contract agreement is founded is hereby designated as the place to which all notices, letters and other communications to the contractor shall be mailed or delivered, except that said address may be changed by the contractor by notifying the owner in writing. This shall not preclude the service of any notice letter or other communication upon the contractor personally.

30. USE OF COMPLETED PORTIONS

The owner shall have the right, upon written notice to the contractor, to take possession or occupancy of any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portion may not have expired but such taking possession or occupancy and use shall not be deemed to waiver of any requirement of the contract documents or a waiver or acceptance of any work not completed in accordance with the contract documents if such prior possession, occupancy, or use increase the cost of or delays the completion of uncompleted work or causes repair or refinishing of completed work, the contractor shall be entitled to such extra compensation or extension of item or both, as agreed by the owner and an appropriate variation order will be issued.

31. CLEANING UP

The contractor shall at all times during the work keep the site and premises, adjoining property and public property free from accumulations of waste materials, rubbish, and other debris resulting from the works, and at the completion of the work shall remove all waste materials, rubbish and debris from and about the site and premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site and premises clean, tidy and ready for occupancy by the Owner. The contractor shall restore to their original condition those portions of the site not designated for alteration by the

contract documents. Paved walkways, parking areas and roadways shall be swept and broomed clean. Cleaning up operations shall include the removal and disposals of earth that is contaminated and the filling of resulting excavations with sound compacted earth as directed and approved by the Engineer. No waste material shall be buried or disposed off on the Engineer's property unless so approved in writing by the Engineer. Before the contractor applies for final inspection and acceptance of the work, all items of work shall be completed ready to operate, and in a clean condition as determined by the Engineer.

31.1 OWNER'S RIGHT TO CLEAN UP

If the contractor fails to satisfactorily clean up or if a dispute arises between the contractor and any separate contractor as their responsibility for cleaning up, the Engineer may clean up and charge the cost thereof to the contractor for his failure, or to the several contractors, as the Engineer shall determine to be just.

32. FOSSILS ETC.

All fossils coins, articles of value or antiquity and structures or other remains or things of geological or archaeological interest discovered on the site shall be deemed to be the property of the owner and the contractor shall report the Engineer forthwith and shall take reasonable precautions to prevent his workman or any other persons from removing or damaging any such articles or thing and shall immediately upon discovery there of and before removal acquaint the Engineer of such discovery and carry it out at the expense of the Engineer's order as to the disposal of the same.

33. ARBITRATION

During the course of work if the dispute arises between the contractor and the Engineer-in-charge then it shall be referred to the sole Arbitration of the Commissioner, Thane Municipal Corporation, Thane. His decision shall be final and binding. Even if the contractor resorts to approach in the court of law then in order that the work shall proceed, the Engineer has full right to hire another contractor to get the work done, and this process shall be applicable for whatever new contractors are employed.

34. EXTENSION OF TIME LIMIT

The contractor shall strictly observe the time allowed for carrying out the work. However in case of the reasons which are genuine and beyond the control of contractor, an extension of time will be granted if he applied in written to the competent authority.

34.1 PENALTIES FOR DELAY

If the contractor shall fail to achieve completion of the works within the time prescribed of such extended time as may be allowed then the contractor shall

pay to the Thane Municipal Corporation, Thane a sum of Rupees half percent per week with maximum of 5% of uncompleted task as penalty for such default.

35 OFFER TO INCLUDE ALL TAXES AND DUTIES

- a) The tender rate shall be inclusive of all taxes, duties, levies and cesses and shall also include the tax liable in respect of works contract under the provisions of Maharashtra Sales tax on transfer of property in goods involved in the execution of works contract Act 1985 (Mah act No. XIX of 1985) as amended from time to time. The TMC will deduct works contract tax at 2 % of each bill.
- b) TMC will not honour any claim arising out of increase in any prevailing statutory duties, taxes, levies, cesses, octroi etc. as the same are covered under price variation clause. The contractor should be the above fact in mind while quoting the tender.
- c) New taxes and duties if any levied subsequent to the submission of the tender will be reimbursed on the production of genuine documentary evidence of having been paid.

36. WORK TO BE INSURED

The entire work being carried out by the contractor shall be insured and the same shall be kept in force always. The copy of receipts of insurance payments so made shall be given to Engineer-in-charge. The work force and the supervisory staff of contractor as well as the inspecting officers of TMC, Engineer-in-charge shall be insured by contractor against any mishap. Third party insurance shall also be taken.

37. RISK PENDING COMPLETION

All the works of this contract until completion of contract and handing over the works to the employer shall stand at the risk of the contractor who shall be responsible and make good at his own costs all losses and damages caused by or due to fire, whether or any other cause and the contractor shall hand over such works complete in every respect on completion of works.

38. TRAFFIC REGULATIONS

Contractor shall have to make all necessary arrangements at his cost for regulating traffic day and night during the period of the contract to the entire satisfaction of the Employer. Contractor shall have to provide necessary caution boards, barricades, flags, lights, watchmen, etc. and the same shall be elegant looking/sturdy type. Contractor will have to comply with the latest Motor Vehicles rules and regulations for traffic safety and shall be responsible for all claims for the accidents, which may arise due to his negligence whether in regulating the traffic or in stacking materials on the road or by any other reasons.

During the execution of the works of this contract the contractor shall take care that his working does not hinder the traffic. All operations necessary for the execution of the works shall, so far as compliance with the requirement of the contract permits, be carried out so as not to interfere unnecessarily or improperly with the usual operations, or the access to use the occupation of public and private roads or and footpaths to or of properties whether in the possessions of the employer or of any other person. The contractor shall indemnify the employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of our in relation to any such matters in so far as the contractor is responsible for.

39. LABORATORY FACILITIES

Contractor has to set laboratory facilities at his own cost for testing.

40. CHANGE IN SITE

No claims shall be paid on account of reasonable change in site or orientation as the circumstances may call for.

41. SITE OFFICE FACILITY

The contractor shall have to make arrangement for providing two centrally located site offices restricted only for the departmental staff. The above offices shall be with proper electrification, and furniture as directed by Engineer in charge.

42. NO DEMAND CERTIFICATE

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

43. NO CLAIM CERTIFICATE FOR LABOUR

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

44- CERTIFICATE OF SUBSTANTIAL COMPLETION WORKS:

On completion and taking over of works or a part of work exclusively stipulated in the contract documents, all in accordance with the requirement of the contract agreement and further subject to the condition that the completed works or item of works, as the case may be (in case of phase completion), the engineer in charge 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 bearings 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 prompt requirement of reinstatement of any ground or surface, as may be necessary under contract provisions.

The contractor shall submit the final record drawing in the form of soft copy and hard copy three set each clearly showing the locations of all pipes, valves, chambers, air valves, fire hydrants along with the detailed L-Section of the transmission mains etc complete.

No completion certificate shall be issued pending the submission of record drawing for the work as mentioned above.

45 FINAL BILL

TMC shall withhold the amount of the work done not less than the 10 % of such amount for the final bill. This amount will be released in the final bill after all due compliances made by the contractor.

46 DEMOLITION:

- a. Before any demolition work is commenced and also during the process of work,
- b. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- c. No electric cables or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- d. All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor roof or other part or a building shall be so overload with debris or materials as to render it unsafe.

All necessary personnel safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the site and maintain in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- e) Those engaged in handling any materials which is injurious to eyes shall be provided with protective goggles.
- f) Those engaged in welding shall be provided with welder's protective eye shield.

- g) Stone breakers shall be provided with protecting goggles and protective clothing and seated at sufficiently safe intervals.
- h) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whether men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken,
 - i) No paint containing lead or lead product shall be used except in the form of paste or ready made paint.
 - j) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold winch or give signals to operation.
 - k) These safety provisions shall be brought to the attention of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety code will be named therein by the Contractor.

47 MISCELLANEOUS:

1. For providing electric wiring or water line etc. recesses shall be provided if through walls, slabs, beams etc. later on refilled it with bricks or stones chipping, cement mortar without any extra cost.
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 pay such rents, if any, which are payable as mutually agreed between them.
3. The Contractor shall duly comply with the provisions of the Apprentices Act, 1961 (III of 1961) and the rules and order made there under from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall subject to all the liabilities and said Rules and on his failure or neglect to do so he shall subject to all the liabilities and penalties provided by the said Act and said Rules.

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 Government 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.

3.7 Labour and General Laws :

Labour Regulations :

- 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 Engineer-in-charge.
- 3.7.2** The contractor shall not employ in connection with the works any person who has not completed his eighteenth year of age.
- 3.7.3** The contractor shall furnish to the Engineer-in-charge fortnightly distribution return of the number and description by trades of works people employed on the works.
- 3.7.4** The contractor is required to report immediately to the Engineer-in-charge any accident or unusual occurrence connected with the work and how he/they acted upon. The contractor shall also submit to Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half on 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 there under and the amount paid to them.

- 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.
- 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 there under from time to time.
- 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.
- 3.7.8** The decision of the Engineer-in-charge 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.
- 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.
- 3.9 Safety Code:**
The contractor shall at his won expense arrange for the safety provisions indicated hereafter or as required by the Engineer-in-charge 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 Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractors.

3.10 Nuisance:

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.

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 therefore.

3.11 Contract Labour Regulations:**3.11** 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 neighbourhood 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 Organisation.
- (e) “Form” means a form appended to these Regulations.

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.

3.13 (i) 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 9 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 9 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. (ii) Weekly day of Rest:

Every worker shall be given a weekly day of rest which shall be fixed and noticed at least 10 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 10 days consecutively with out 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.

3.14 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.

3.15 Fixtation 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.

3.16 Payment of Wages :

- (i) Wages due to every worker shall be paid to him directly All wages shall be paid in current coins or currency or in both.
- (ii) 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.
- (iii) 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.
- (iv) 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 8 hours of last working day and during normal working time.

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

3.17 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 their days of his employment.

3.18 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.

3.19 Register of Wages etc:

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

3.20 Fine and deductions which may be made form wages:

Wages of worker 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, allow.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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.
 - (v) No fine imposed on a worker shall be recovered from him in instalments 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.
 - (vi) 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.

3.21 Preservation of Registers

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

3.22 Enforcement:

- (i) 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 Engineer-in-charge 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 Engineer-in-charge on receipt of such a report to deduct such amounts from payments due to the Contractor.
- (ii) 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.**

3.23 Disposal of amount recovered from the Contractor:

The Engineer-in-charge 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 Engineer-in-charge wherever such payments arise, within 30 days from the date of receipt of the decision of the Regional Labour Commissioner (R.L.C.).

3.24 Welfare Fund:

All moneys that are recovered by the Engineer-in-charge 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.

3.25 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 Engineer-in-charge. The decision of the Regional Labour Commissioner shall be final and binding upon the contractor and the workmen.

3.26 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.

3.27 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 Engineer-in-charge his authorized representative at any time and by the worker or his agent no receipts of due notice at a convenient time.

3.28 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.

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

| S.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 |
| | | | | |

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 :

Particular's of next of kin (wife/husband) and children, if any, or of dependant next of kin in case the worker has no wife/husband or child.

Name :-

Full address of Dependants :

(Specify village, District & State)

| Sr. No . | Name & Address of Employer (Specify whether contractor or a Sub-Contractor) | Particular's 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.

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 :
 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.

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/
Signature/
Thumb impression**

**Employee's
Thumb impression**

3.29 Model Rules for Labour Welfare

3.30 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.

3.31 First Aid:

At every work place, there shall be maintained in a readily accessible place first aid appliances 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.

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.

3.32 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 Engineer-in-charge.

3.33 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 waterproof.

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.

3.34 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.

3.35 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 3 per. 100 or part thereof. | |

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

3.36 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.

3.37 Construction of Latrines:

Inside wall shall be constructed of masonry or other non-absorbent 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.

3.38 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 Engineer-in-charge 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

3.39 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. meter per head.

3.40 Crèches:

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 6 years, of such 1 woman, 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.

3.41 Canteen :

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

3.42 Planning sitting and erection of the above mentioned structures shall be approved by the Engineer-in-charge 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 Engineer-in-charge and at the Contractor's expenses. The Contractor shall confirm 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 Engineer-in-charge at the Contractor's expenses.

3.43 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.

3.45 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.

3.46 Enforcement :

The inspecting Officer or any other officer nominated in this behalf by the Engineer-in-charge shall report to the Engineer-in-charge 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.

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

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 Public Works Department of the Thane Municipal Corporation, Thane.
- (c) The expression "City Engineer" as used any where in the tender papers shall mean City Engineer, 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 there for.

- (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 Engineer-in-charge.
- (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 sealed 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 (other wise 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 unprecedent 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 Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.
- (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 Thane Public Works Circle, Thane.

Chapter – IV

Special Conditions of Contract

NAME OF WORK :- Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line at Manorpada,Wakarwadi,Lorry Stand & Ambedkar road talaw in Uthalsar Word Committee .

SPECIAL CONDITIONS OF CONTRACT

1. Establishing the site office:

Immediately after issue of work order, the contractor shall establish a site office and godown at the space made available to him by the department. All the necessary tools and plants, machinery and manpower shall be kept posted at the site office round the clock during entire operative period of contract.

All the necessary arrangements viz. watch and ward, electricity, water, toilets etc. shall be made available by the contractor at his own cost.

2. Appointment of Authorized representative:

Immediately after issue of work order, the contractor shall nominate his Authorised Representative along with his contact details. The said representative should be available round the clock during the entire operative period of the contract. The instructions passed over to the authorized representative of contractor shall be deemed to be passed over the contractor.

Necessary instructions regarding the maintenance works to be undertaken shall be passed to the authorized representative of contractor in person/ over telephone/ Mobile Phone. On receiving the instructions, the contractor/ authorized representative shall immediately make necessary arrangements for undertaking and completing the maintenance work immediately to the satisfaction of the Engineer-in-charge within the time limits specified under Clause no. 6 of Special Conditions of contract.

3. Acquaintance with site/ distribution network:

3.1. The contractor himself or his authorized representative shall make themselves fully acquainted with the Uthalsar Ward Committee Area so as to enable themselves to reach the place of maintenance works within least possible time.

3.2. Contractor shall further acquaint himself fully with the present water supply distribution network incl. supply zones and supply timings. The maintenance work to be undertaken shall be carried out within such timings so as the supply timings shall not be disrupted.

3.3. The contractor shall be responsible for maintaining with him the contact details of the valvemans posted at the ESRs/ online valves for controlling supply. It will be responsibility of contractor to coordinate with the concerned valveman to carry out smooth maintenance work.

4. Mobilisation of Manpower and Machinery

The contractor shall be fully responsible for mobilizing following manpower and machinery to the location of maintenance within one hour of notice given to him or his authorised representative in person or over telephone:

Manpower:

| Sr. No. | Type | Nos. |
|---------|----------------------------------------|--------|
| 1 | Fitter (Skilled) with tools and plants | 2 Nos. |
| 2 | Welder Skilled | 2 Nos. |
| 3 | Mazdoor Heavy | 4 Nos. |

Machinery:

| Sr. No. | Type | Nos. |
|---------|------------------------------------------------|--------|
| 1 | Excavator-cum-loader machine like JCB/ Poclair | 1 Nos. |
| 2 | Welding Set with Generator | 1 Nos. |
| 3 | Gas cutting set | 1 Nos. |
| 4 | Crane (12T Capacity) | 1 Nos. |
| 5 | Chain Pulley block with tripod | 1 Nos. |
| 6 | Dewatering pump (5HP Capacity) | 2 Nos. |

The contractor should either possess the above machinery or should have arrangement of machinery hired from elsewhere. In case, the contractor proposes to hire the machinery, on issue of Letter of Intent, the contractor shall have to submit agreements with owner of machinery.

5. Arrangements for conveyance of machinery and manpower:

The contractor shall make and maintain necessary arrangements to the satisfaction of Engineer-in-charge for prompt transport of required materials, machinery and manpower to the place of maintenance without any delay.

6. Schedule for maintenance:

The works consist of carrying out maintenance works for restoring the disrupted water supply and avoid wastage of water. Hence, it is utmost necessary to attend the works without any delay. Hence, the following desirable schedule shall be adhered to as far as possible for carrying out the maintenance works:

| Sr. No. | Type of pipeline requiring maintenance | On receiving the instructions, the maintenance work should start within |
|---------|----------------------------------------|-------------------------------------------------------------------------|
| 1 | Transmission main and inlets of ESR | One Hour |
| 2 | Main lines (24 Hours supply) | One Hour |
| 3 | Distributaries (Intermittent Supply) | One hour and shall be completed |

| | | |
|--|--|---------------------------|
| | | before next supply timing |
|--|--|---------------------------|

Further, it will be prime responsibility of contractor to take immediate action to stop the wastage of water through the leakages before starting up maintenance operations.

7. Responsibility of Contractor:

It shall be binding on the part of contractor to mobilize all the necessary materials/ tool and plants (Even though not included in Schedule 'B') as may be necessary and as directed by the Engineer-in-charge for prompt completion of repair works.

The payment for such extra item of works shall be made separately to the contractor as decided by the Executive Engineer and the decision of Executive Engineer regarding admissibility of such extra payment shall be final and binding on the contractor.

8. Action in case of failure of contractor:

If in opinion of Engineer-in-charge, the contractor fails to mobilize the required materials/ manpower/ machinery to the location and start the maintenance work within reasonable time, the Engineer-in-charge shall intimate the contractor or his authorized representative to start the work within some extended time. If even after allowance of such time contractor fails to start the work, the Engineer-in-charge shall be entitled to carry out such work at the risk and cost of the contractor through any other agency without any further verbal or written notice.

In such a case, the cost of work carried out by the other party at rates tendered by the contractor shall be credited to the contractor's bill and the actual payment made to the other party (At par to the rates put to tender) shall be debited to the contractor.

The decision of Executive Engineer, TMC in the regards of the necessity of calling upon another agency at the risk and cost of contractor and that regarding the payments admissible to the said third party shall be final and binding on the contractor.

9. Ancillary items of work and incidental expenses:

The ancillary items of work viz. cutting of CI/DI/MS pipes etc., transporting the materials, machinery, manpower to worksite and all other incidental items of work as decided by the Executive Engineer shall not be paid separately.

Further, necessary tools and plants for repair works (other than the machinery included in Schedule 'B') shall be treated as incidental and shall not be paid separately alongwith all other incidental expenses as decided by the Executive Engineer.

10. Safety Precautions:

The Contractor shall be fully responsible for safeguarding the pedestrians and the traffic from the excavations and other activities carried out during the work. For the purpose, all the necessary arrangements viz. barricading, lighting during nights etc. shall be made by the contractor. The contractor shall remove any or all arrangements

only when ordered to do so by the engineer and make good all matters and things disturbed during the execution of works to the satisfaction of the engineer.

11. Protection Of Underground Services

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

12. Work Order Book

A work order book shall be maintained with the department and the contractor or his authorized representative shall acknowledge and sign the orders given therein by the Engineer and shall comply these promptly and correctly.

13. Scope of Work and time limit:

Being a maintenance type of work, the Thane Municipal Corporation does not guarantee that the entire scope of contract value shall be available within the prescribed time limit. Hence, no claim for compensation towards curtailment of scope shall be entertained by the Thane Municipal Corporation.

However, if necessary and contractor desires, extension of time limit shall be granted, as decided by competent authority of TMC, for completion of balance scope of work. However, in such a case no price variation or claim of contractor towards compensation on account extended time limit shall be entertained by the Thane Municipal Corporation.

14. Price Variation

No price variation shall be paid under this contract during operative period or in extended period

Chapter – V

FORM B-1

Signature of Contractor

No Of Correction

Executive Engineer

FORM B-1

THE MUNICIPAL CORPORATION OF CITY OF THANE, THANE - 400 602,

Percentage Rate Tender and
Contract for work

TENDER FOR WORKS

I/We hereby tender for the execution,
for the Thane Municipal Corporation
(‘hereinbefore and hereinafter referred
to as TMC’) of the work specified in
the underwritten memorandum within
the time specified in such
memorandum at “ _____
(_____

In figures as well as in words.

_____) (in figures
as well as in words) percent
below/above the estimated rates
entered in Schedule ‘B’
(memorandum showing items of work
to be carried out) and in accordance
with all respects with the
specifications, designs, drawings and
instructions in writing referred to in
Rule 1 hereof and in Clause 12 of the
annexed conditions of the contract and
agree that what materials for the work
are provided by the Board, such
materials and the rates to be paid for
them shall be as provided in Schedule
‘A’ hereto.

Contractor

MEMORANDUM

- 1(a) General Description **Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line at Manorpada, Wakarwadi, Lorry Stand & Ambedkar road talaw in Uthalsar Word Committee .**
- b) Estimated cost Rs. 6,92,300/-
- c) Earnest money Rs. 7,000/-
- d) Security deposit Rs. 34,700/-
- (i) In the form of Cash/DD or bank guarantee Rs. 20,800/-
- (ii) To be deducted from current bills Rs. 13,900/-
- Total Rs. 34,700/-
- e) Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit by the time, half the work, as measured by the costs, is done. 5 %
- f) Time allowed for the work from date of written order to commence 02 Month
2. I/We agree that the offer shall remain open for acceptance for a minimum period of 180 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of such authority. Bank Challan No. and date or Deposit at Call Receipt No. and date in respect of the sum of Rs. 5,000/- (Rupees Five thousand only) representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Corporation should I/we fail to (i) abide

by the stipulations to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the Engineer and furnish the security deposit specified in item (d) of the memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed General Conditions of Contract, the amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

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

4. Should this tender be accepted I/we agree to abide by and fulfill all the terms and provisions of the Conditions of Contract annexed hereto so far as applicable and in default thereof to forfeit and pay to the TMC the sums of money mentioned in the said conditions. Receipt No.
Date
from the TMC or Bank at in respect of

the sum of Rs. 5,000/- (Rupees Five Thousand only) is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to the Corporation should I/we do not deposit in full amount of security deposit specified in the above memorandum in accordance with (d) of clause (1) of the tender for works shall be refunded.

Contractor

Address

Witness

Address

Occupation

The above tender is hereby accepted by me on behalf of the Municipal Corporation of City of Thane, Thane - 400 602.

City Engineer
(or his duly authorized Assistant)

CONDITION OF CONTRACT

Clause 1: - The person/Persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns shall (A) within 10 days (which may be extended by the City Engineer concerned up to 15 days if the City Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in F.D.R. pledged in the name of Commissioner (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or (B) Permit T.M.C. at the time of making any payment to him for work done under the contract deduct such sum as will amount to ten percent of all money so payable such deductions to be held by T.M.C. by way of security deposit), provided always that in the event of the contractor deposition a lump sum by way of security deposit as contemplated at (A) above then and in such case if the sum so deposited shall not amount to ten percent of the total estimated cost of the work, it shall be lawful for T.M.C. at the time of making any payment to the contractor for work done under the contract to make up the full amount of ten percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to T.M.C./ 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 Corporation to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter, make good in cash or F.D.R. pledged to Commissioner T.M.C. as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

Security deposit

If the amount of the Security deposit to be paid in lump sum within the period specified at (A) above is not paid the Tender/Contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded along with the payment of the final bill after the date up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period up to which the contractor has agreed to maintain the work in good order, then, subject to provisions of clauses 17 and 20 hereof the amount of security deposit retained by T.M.C. shall be forfeited without any notice.

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, with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent, or such smaller amount as the 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 tender 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 works, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete.

For the operation of this clause the bar chart for each sub work annexed shall be treated as minimum required progress against any date.

+ Note - The quantity of work to be done within a particular time to be specified above shall be fixed by the officer competent to accept the contract after taking into consideration the circumstances of each case and inserted in the blank space kept for the purpose and abide by the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable :-

In 1/4, 1/2, 3/4 of the time reasonable progress of earth work - 1/6, 1/2, 3/4 of the total work to be done reasonable progress of masonry work - 1/10, 4/10, 8/10 of total value of the work to be done.

In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the City Engineer, (whose decision in writing shall be final), may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete; provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work shown in the tender. The City Engineer should be the final authority in this respect.

Clause 3: - In any case in which under any clause or clauses 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 clause, the Executive Engineer on behalf of TMC shall have power to adopt any of the following courses as he may deem best suited to the interest of TMC.

Action when whole of security deposit is forfeited.

a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive 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

TMC.

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

c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and cost of the work executed by the new contract agency will be debited to 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 Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under clause (a) above the contractor shall be entitled to recover or be paid any sum for any work there to for actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractor, the amount of excess value shall be deducted from any money due to the contractor by the TMC under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided however, that the contractor shall have no claim against TMC even if the certified value of the work done departmentally or through a new contractor except the certified cost of such work and allied expenses provided always that whichever of the three courses mentioned in clause (a), (b) or (c) is adopted by the Executive Engineer the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured of any materials, or entered into any engagements or made any advance on account of or with a view of the executions of the work or the performance of contract.

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

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

Clause 5: - In any case in with any of the powers conferred upon the Executive Engineer by clauses 3 and 4 hereof shall have become exercisable and the same shall not been exercised, the non exercise thereof shall not constitute a waiver of any of the condition hereof and such power shall notwithstanding be exercisable in 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 security deposit and the liability of contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3 he may, if he so desires take possession of all or upon the work of the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, by notice in writing to the contractor, his clerk of the works, foreman or other authorised agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition the Executive Engineer 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 Executive 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.

Contractor remains liable to pay compensation if action not taken under Clause 3.

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

Clause 6: - If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in his execution or on any other ground, he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date to which he was hindered as aforesaid or on which the case for asking for extension occurred, whichever is earlier and the Executive Engineer may, if in his opinion there are reasonable grounds granting an extension, grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter be final.

Extension of time

Clause 6 A: - In the case of delay in handling over the land required for the work due to unforeseen cause, the contractor shall not be entitled for any compensation whatsoever from the TMC on the

ground that the machinery or labour was idle for certain period. Contractor may, however apply for extension of time limit which may be granted on the merit of the case.

Clause 7: - On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (herein after called the Engineer-in-charge) of such completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding surplus materials and rubbish and shall have cleaned of the dirt from all woodwork, doors, floor or other parts of any building, in or upon which the work has been executed, or on which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus material and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forth with pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Final certificate

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

Payment on intermediate certificate to be regarded as advances.

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

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

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

Clause 10: - A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim so far as it is admissible shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly.

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

Bill to be on printed form.

Clause 12: - If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the TMC store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contractor only, and the value of the full quantity of materials and stores so supplied shall be set off or reduced from any sums then due, or thereafter to become due to the contractor under the contract or otherwise, or from the security deposit is held in TMC securities the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain in absolute property of TMC and shall on no account be removed from the site of work and shall at all times be open to inspection by the Engineer-in-charge.

Store supplied by Corporation

Any such material unused and perfectly in good condition at the time of completion or determination of the contractor shall be returned to the TMC store if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with such consent 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 thereto.

Clause 12 (A): - All stores of control materials such as cement steel etc. to be supplied by the TMC to the contractor should be kept by the contractor under lock and key and will be accessible for inspection by the Executive Engineer or his agent at all 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 materials and every other respect in strict accordance with specification. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawing and working drawings if required by him, shall be supplied at the rate of Rs. 2000 per set of contract drawing and Rs. 2000 per working drawing except where otherwise specified.

Work to be executed in accordance with specification, drawings, orders etc.

Clause 14: - The Engineer-in-charge shall have power to make any alterations in, additions to, the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract; and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in Schedule of Rates of the Division or at the rates mutually agreed upon between the Engineer-in-charge and the contractor whichever are lower. If the additional or altered work, for which no rate is entered in the Schedule of Rates of the Division, is ordered to be carried out before the rates are agreed upon, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the

Rate for works not entered in estimate or schedule of rates of the district.

Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge for does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein-before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rates or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the City Engineer, TMC, Thane - 400 602, will be final. Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.

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

Extensions of time in consequence of additions or alterations.

Clause 15: - 1) If at any time after the execution of the contract documents, the Engineer shall for any reason whatsoever (other than default on the part of the Contractor and for which TMC is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the Contractor shall forth with suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or any part of it provided that the decision of the Engineer as to the state at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the Contractor. The contractor shall have no claim to any payment or 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.

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

2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days, the contractor shall be liberty to withdraw from the contractual obligations under the contract so far as in pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry or the said period of 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done and to pay the final bill. Upon given such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted the work under

this contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the Contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the Contractor such payment shall not in any manner prejudice the right of the Contractor to any further compensation under the remaining provision of this clause.

3) Where the Engineer requires the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the 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 the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the 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 Engineer under Sub-clause (1) in that behalf.

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

iii) Curtailment in the quantity of an item or items originally tendered on account of any alteration, omission or substitutions in the specifications, drawing designs, or instructions under clause 14 (1) where such curtailment exceeds 25 % in quantity and the value of the quantity curtailed beyond 25 percent at the rates for the item specified in the tender is more than Rs. 5000/- it shall be open to the contractor within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) notice under clause 15 (1) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the TMC to take over on payment such material at the rates determined by the Engineer, provided however such rates shall in no case exceeds the rates at which the same were acquired by the contractor. The TMC 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 specification approved by the Engineer.

Clause 15 (A): - The contractor shall not be entitled to claim any No claim to

compensation from TMC for the loss suffered by him on account of delay by the Corporation in the supply of materials entered in Schedule A where such delay is caused by -

compensation on account of loss due to delay in supply of materials by TMC.

- i) Difficulties relating to the supply of railway wagons
- ii) Force major
- iii) Act of God
- iv) Act of enemies of the state or any other reasonable cause beyond the control of TMC

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

Clause 16: - Under no circumstances whatever shall the contractor be entitled to any compensation from TMC on any account unless the contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Time limit for unforeseen claims.

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

Action and compensation payable in case of bad work.

Clause 18 :- All works under or in course of execution or executed

Works to be open to

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

inspection.

Contractor or responsible agent to be present

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

Notice to be given before work is covered up.

Clause 20: - If during the period of 6 months from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract, in the opinion of Executive Engineer, the said work is defective in any manner, whatsoever, the contractor shall forthwith, on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carryout at his costs, 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 by 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 there for in the said notice and/or to complete the same as aforesaid as required by the said notice, the Executive Engineer, may 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 the TMC the amount of such cost, charges and expenses sustained or incurred by the TMC of which the certificate of the Executive Engineer shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the TMC 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 TMC to the Contractor either in respect of the said work or any other work whatsoever, or from the

Contractor liable for damage done and for imperfections for three months after certificate.

amount of the Security Deposit retained by the Corporation.

Clause 21: - The contractor shall supply at his own cost all materials (except such special materials, if any as may be supplied from the TMC stores in accordance with the contract), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and any temporary works which may be required for the proper execution of the work, in the original, altered or substituted form, and whether included in the specifications; or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter on which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage there for, to and from the work. The contractor shall also supply with out charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceedings at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay 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 for compromising any claim by any such person.

Contractors to supply plant, ladders scaffoldings, etc.

And is liable for damages arising from non-provision of lights, fencing etc.

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

- a) Suitable scaffolds be provided for workmen for all work that cannot be safely done from a ladder or by other means.
- b) A scaffold shall not be constructed, taken down, or substantially altered except,
 - i) under the supervision of a competent and responsible person; and
 - ii) as far as possible by competent workers possessing adequate experience in this kind of work.
- c) All scaffolds and appliances connected therewith and all ladders shall: -
 - i) be of sound material
 - ii) be of adequate strength having regard to the loads and strains to which they will be subjected; and
 - iii) be maintained in proper condition.
- d) Scaffolds shall be so constructed that no part thereof can be

- displaced in consequence of normal use.
- e) Scaffolds shall not be 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 stability of the scaffolds.
 - g) Scaffolds be periodically inspected by a competent person.
 - h) Before allowing a scaffold to be used by his workman the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.
 - i) Working platforms, gangways and stairways shall –
 - i) be so constructed that no part thereof can sag unduly or unequally;
 - ii) be so 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 platforms, gangways, working places and stairways at a height exceeding (To be specified)
 - i) every working platform and every gangway shall have to 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, platform, gangway, working place and stairway shall be suitably fenced.
 - k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the access or persons or the transport or shifting of material, be provided with suitable means to prevent the fall of persons or material.
 - l) When persons are employed on a roof where there is a danger of falling from a height exceeding (To be prescribed) suitable precautions shall be taken to prevent the fall of persons or material.
 - m) Suitable precautions shall be taken to prevent persons being struck articles which might fall from scaffolds or other places.
 - n) Safe means of access shall be provided to all working platforms and other working places.

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

- a) Hoisting machines and tackle, including their attachments, anchorages and supports shall –
 - i) be of good mechanical construction, sound material and adequate strength and free from patent defect; and
 - ii) be kept in good repair and in good working order.
- b) Every rope used in hoisting or lowering material or as a 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 be re-examined in portion at intervals to be prescribed by the TMC.
- d) Every chain, ring, hook, shackle, swivel and pulley block used in

hoisting or lowering material or as a means of suspension shall be ascertained by adequate means.

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

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

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

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

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

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

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

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

m) Adequate precautions shall be taken to reduce to a minimum the risk of any of a suspended load becoming accidentally displaced.

Clause 22: - The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brushwood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Clause 23: - Compensation for all damages done intentionally or unintentionally by contractor's labours whether in or beyond the limits of TMC property including any damage caused by spreading of fire mentioned in clause 21 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer-in-charge subject to the decision of the City Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deduced by the Engineer-in-charge from any sums that may be due to or become due from TMC to the contractor under this contract or otherwise.

Liability of contractors for any damage done in or outside work area.

The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the

spread of fire and he shall also pay any damages and cost 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.

Employment of female labour.

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

Work on Sunday.

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

Work not to be sublet.

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent.

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

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

Clause 28: - In the case of a tender by a partnership firm any change in the constitution of the firm shall be forth with notified by the contractor to the Engineer-in-charge for his information.

Changes in the constitution of firm to be notified.

Clause 29: - All work 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 for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Works to be under direction and control of City Engineer.

Clause 30: - Except where otherwise specified in the contract and subject to the powers delegated to him by TMC under the code rules then in force, the decision of the City Engineer of the TMC 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 instruction 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 things whatsoever, in any way arising out of, or relating to the contract designs, drawings, specifications, estimates, instructions, 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.

Clause 31: - The contractor may, within thirty days of receipt by him of any order passed by City Engineer of the TMC as aforesaid, appeal against it to the Commissioner of TMC concerned with the contract, work or project provided that -

- a) The accepted value of the contract exceeds Rs. 10.00 lakhs (Rupees Ten lakhs)
- b) Amount of claim is not less than Rs. 1.00 lakh (Rupees One lakhs)

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

Lump sums in estimates.

Clause 33: - In the case of any class of work for which there is no such specification as is mentioned in rule 1 of form B-1 such work shall be carried out in accordance with the Corporation / Maharashtra Jeevan Pradhikaran specifications, and in the event of there being no Corporation/MJP specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification.

Clause 34: - The expression 'works' or 'work' where used in these conditions shall, unless there be something in the subject or context repugnant to such construction be construed 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.

Definition of work.

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.

Contractors percentage whether applied to net or gross amount of bill.

Clause 36: - All quarry fees, royalties and ground rent for stacking materials, if any, should be paid by the contractor, who will, however, be entitled to a refund of such on obtaining a certificate from the Engineer-in-charge that the materials were required for use on Government work.

Refund of quarry fees and royalties.

Clause 37: - The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workman's Compensation Act, 1923 (VIII of 1923) hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable and or paid by TMC as principal under sub section (1) of section 12 of the said act on behalf of the contractor, this shall be recoverable by TMC 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.

Compensation under
Workman's
Compensation Act.

Clause 37 A: - The contractor shall be responsible for and shall pay the expense 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 the same shall be recoverable from the contractor forthwith and deducted without prejudice to any other remedy of TMC from any amount due or that may become due to the contractor.

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

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

b) When 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 there under the orders that may be issued from time to time under, the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and said Rules".

Clause 38: -

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

(2) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rates shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation, the quantity of the items does not exceed the tender quantity by more than 25 percent and so long

Claims for quantities
of works entered in the
tender or estimates.

as the value of the excess quantity beyond this limit, at the rate of the items specified in the tender, is not more than Rs. 5,000/-

(3) The contractor shall, if ordered in writing by the Engineer, to do so also carry out any quantities in excess of the limit mentioned in Sub clause (1) hereof on the same conditions as and in accordance with the specification in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the absence of such rates (ii) at the rate prevailing in the market, the said rates being increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender based upon the schedule of rates applicable to the year in which the tenders were invited (for the purpose of operation of this clause this cost shall be taken to be Rs. 15,00,000/- (Rs. Fifteen Lakhs only).

(4) Claims arising out of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provisions of clause 15 only when the amount of such reduction beyond 25 percent at the rate of item specified in the tender is more than Rs. 5,000/-

(5) There shall be no change in the rate if the excess is less than or equal to 25%. Also there shall be no change in the rate if the quantity of work done is more than 25% of the tendered quantity, but the value of the excess work at the tender rate does not exceed Rs. 5,000/-

(6) The quantities to be paid at the tender rates shall include
 a) tendered quantity plus
 b) 25 % excess of tendered quantity or the excess quantity of the value of Rs. 5,000/- at tendered rate whichever is more.

While therefore working out the quantity to be paid at tendered rate Division should work out 25 % quantity put to the tender (say - x) and also work out the quantity at tendered rate which will amount Rs. 5,000/- (say -----). The quantity that should be paid at tendered rate will be either

1. Quantity put to the tender plus quantity x (25 % of the tendered quantity) or
2. Quantity put to the tender plus quantity (quantity which amounts to Rs. 5,000/- at tendered rate) whichever is more.
3. In respect of B-1 agreement rate should be worked out by adding or deducting percentage above or below as per tender finalized and the balance quantity should be paid at D.S.R. rate under clause 37/38 of B-2 and B-1 agreement after allowing procedure laid down under circular dated 8/8/1984).

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

Employment of female or other labour.

Clause 40: - No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of

Claim for compensation for

land and in the case of the clearance works, for any delay in according sanction to estimates.

delay in starting the work.

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

Claim for compensation for delay in the execution of work.

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

Entering upon or commencing any portion of work.

Clause 43: -

- i) No contractor shall employ any person who is under the age of 12 years.
- ii) No contract shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).
- iii) No animal suffering from sores; lameness or emaciation or which is immature shall be employed on the work.
- iv) The Engineer-in-charge or his agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by TMC for any delay caused in the completion of the work by such removal.
- v) The contractor shall pay fair and reasonable wages to the workman employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workman on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer who shall decide the same. The decision of the Executive Engineer, shall be conclusive and binding on the contractor, but such decision shall not in any way affect the condition in the contract regarding the payment to be made by TMC at the sanctioned tender rates.
- vi) The contractor shall provide drinking water facilities to the workers similar amenities shall be provided to the workers engaged on large work in urban areas.
- vii) The contractor shall take precautions against accidents which take place on account of labour using loose garments while working near machinery.

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

Clause 44: - Payment to contractors shall be made by cheques drawn on any treasury within the TMC limits, convenient to them, provided the amount exceeds Rs. 10. Amount not exceeding Rs. 10 will be paid in cash.

Method of payment.

Clause 45: - Any contractor who does not accept these conditions shall not be allowed to tender for works.

Acceptance of conditions compulsory

before tendering for work.

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

Employment of scarcity labour.

Clause 47: - The price quoted by the contractors shall not in any case exceed the control price, if any, fixed by TMC or reasonable price which is permissible to him to charge as private purchaser for the same class and description of goods under the provisions of Hoarding and Profiteering Prevention Ordinance, 1984 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance the contractor will specifically mention this fact in the 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 conform with the controlled price as 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.

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

Clause 49: - The contractors are bound to pay to the labourers, wages according to the minimum Wages Act 1948 applicable to the Zone in accordance with the order issued in Government P.W.D. Circular No. MWA/1063, dated 7.12.1968.

Clause 50: - In case of materials that remain surplus with the contractor from those issued for the work contracted from the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax and the sales tax will be recovered on such sale.

Clause 51: - The contractor shall employ at least 80 percent of the total number of unskilled labour to be employed by him on the said work from out of the persons ordinarily residing in the district in which site of the said work is located.

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

his requirement of unskilled labour from outside the district.

Clause 52: - The contractor shall have to furnish Income Tax clearance certificate before his tender is accepted and Income Tax assessment number and date on which he is/they are assessed.

Clause 53: - All amounts whatsoever which the contractor is liable to pay to the TMC in connection with the execution of the work including the amount payable in respect of (i) materials and or stores supplied/issued here under by TMC to the contractor (ii) Hire charges in respect of heavy plant, machinery and equipment given on hire by TMC to the contractor, for execution by him of the work and/or on which advance have been paid by the TMC to the contractor shall be deemed to be arrears of the land revenue and the TMC may without prejudice to any other rights and remedies of the TMC recover the same from the Contractor as arrears of land revenue.

Clause 54: - The contractor shall duly comply with all the provisions of the Contract labour (Regulation and Abolition) Act, 1970 (37 of 1970 and The Maharashtra Contract Labour (Regulation and Abolition) Rules 1971 as amended from time to time and all other relevant statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the Contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra contract labour (Regulation and Abolition) Rules, 1971. If the contractor fails or neglects to pay wages at the said rates or makes short payment and TMC makes such payment of wages in full or the part thereof less paid by the contractor as the case may be, the amount so paid by the TMC to such workers shall be deemed to be arrears of land revenue and the TMC shall be entitled to recover the same as such from the Contractor or deduct the same from the amount payable by the TMC to the contractor here under or from any other amount/s payable to him by the TMC.

Clause 55: -In view of the difficult position regarding the availability of the foreign exchange, no foreign exchange will be released by the department for the purchase of the plant and machinery required for the execution of the work concerned.

Clause 56: - The tendered rates shall be inclusive of all taxes, duties and cess and shall also be inclusive of the tax leviable in respect of the works contract under the provisions of Maharashtra Sales Tax as Transfer of Property in Goods involved in the execution and Works Contract Tax 1985 (Mah Act No. XIX of 1985).

Clause 57: -(A) The anti-malaria health measures shall be taken as directed by the Joint Director (Malaria and Filariasis), Health Services, Pune.

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

(C) Contractor shall carry out anti malarial measures in the area as

per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (M and F), Health Services, Pune.

(D) In case of default in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay to TMC the amount.

Clause 58: - Successful tenderer will have to enter into an agreement in the form specified by the Corporation on a stamp paper of required amount as per the rules in force. Stamp charges shall be borne by the Contractor.

Chapter – VI

Declaration of Contractor

Signature of Contractor

No Of Correction

Executive Engineer

CHAPTER VI

DECLARATION OF THE CONTRACTOR

I/We, hereby declare that I/We have made myself/ ourself 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. The specifications, conditions, and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best materials approved by the City Engineer Thane Municipal Corporation, Thane of his duly authorised assistant before starting the work and to abide by his decision.

I/We have gone through all general conditions of contract and special conditions of contract of the contract document carefully.

Signature of Contractor(s).

Chapter – VII

Schedule "A"

SCHEDULE 'A'

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

| Particulars | Quantity | Unit | Rate at which the material will be charged to the contractor | | Place of delivery |
|-------------|----------|------|--------------------------------------------------------------|----------|-------------------|
| | | | In figures | In words | |
| | | | | | |
| | | | NIL | | |
| | | | | | |

Note:

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

Signature of Contractor

No Of Correction

Executive Engineer

Chapter – VIII

Schedule "B"

Name of Work:- Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line at Manorpada,Wakarwadi,Lorry Stand & Ambedkar road talaw in Uthalsar Word Committee .

| THANE MUNICIPAL CORPORATION | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|--------|------|--------|----------|
| Supplying & Laying 100mm dia D.I. & 50mm dia G.I. pipe line at Manorpada,Wakarwadi,Lorry Stand & Ambedkar road talaw in Uthalsar Word Committee . | | | | | |
| Sr.No. | Description of item | QTY | UNIT | RATE | AMOUNT |
| 1 | Excavation in Soft rock etc.comp. MJP 13-14,PG NO.37 IT NO.5 | 32.33 | CUM | 487.30 | 15755.62 |
| 2 | Excavation in Hard rock etc.comp. MJP 13-14,PG NO.38 IT NO.8 | 26.76 | CUM | 896.50 | 23990.34 |
| 3 | Excavation in Hard Murrum etc.comp. MJP 13-14,PG NO.37 IT NO.3 | 66.90 | CUM | 192.50 | 12878.25 |
| 4 | P/S G.I.Pipe of foll.diam. | | | | |
| | 15 mm | 0.00 | Rmt | 71 | 0.00 |
| | 25 mm | 0.00 | Rmt | 146 | 0.00 |
| | 50 mm | 184.50 | Rmt | 288 | 53136.00 |
| | MJP,13-14,PG NO.97. IT NO1C. | | | | |
| 5 | L/LG.I. Pipe of following diameter | | | | |
| | 15 mm | 0.00 | Rmt | 23.00 | 0.00 |
| | 25 mm | 0.00 | Rmt | 32.00 | 0.00 |
| | 50 mm | 184.50 | Rmt | 55.00 | 10147.50 |
| | MJP,13-14,PG NO 98. IT NO2C. | | | | |
| 6 | P/S mech.Adaptor of foll.diam. | | | | |
| | 100 mm | 9.00 | NO. | 1419 | 12771.00 |
| | 150 mm | 0.00 | NO. | 2555 | 0.00 |
| | MJP 13-14,PG NO.199 IT NO.1 | | | | |
| 7 | P/S Sluice valve of foll.diam. | | | | |
| | 100 mm | 0.00 | NO. | 6812 | 0.00 |
| | 150 mm | 4.00 | NO. | 10217 | 40868.00 |
| | MJP 13-14,PG NO.175 IT NO.2 | | | | |
| 8 | L/L Sluice valve of foll.diam. | | | | |
| | 100 mm | 0.00 | NO. | 1881 | 0.00 |
| | 150 mm | 4.00 | NO. | 2957 | 11828.00 |
| | MJP13-14,PG NO.181 IT NO.4 | | | | |

Signature of Contractor

No Of Correction

Executive Engineer

| | | | | | |
|----|------------------------------------------------------------------------|--------|------------|-------|-----------|
| 9 | P/S D.I. Pipe of following diameter | | | | |
| | 100 mm dia. | 216.50 | RMT | 1011 | 218881.50 |
| | 150 mm dia. | 0.00 | RMT | 1492 | 0.00 |
| | 200 mm dia. | 0.00 | RMT | 2008 | 0.00 |
| | 250 mm dia. | 0.00 | RMT | 2579 | 0.00 |
| | 300 mm dia. | 0.00 | RMT | 3274 | 0.00 |
| | MJP 13-14,PG NO.72 IT NO.3 | | | | |
| | | | | | |
| 10 | Dewatering of trenches etc.comp. | 80.00 | Bhp/ Hr | 66.00 | 5280.00 |
| | MJP 13-14,PG NO.40 IT NO.16 | | | | |
| | | | | | |
| 11 | P/S M.S.Specials of following diameter etc.comp. | | | | |
| | 100mm | 73.99 | KG | 72.1 | 5334.97 |
| | MJP 13-14,PG NO.75 IT NO.7e | | | | |
| | | | | | |
| 12 | Lowering/laying and jointing of M.S.Pipes of following diam.etc.comp. | | | | |
| | 100 mm dia.(I.D.) | 3.00 | RMT | 282 | 846.00 |
| | MJP 13-14,PG NO.238 IT NO.1a | | | | |
| | | | | | |
| 13 | Lowering/laying and jointing of D.I. Pipes of following diam.etc.comp. | | | | |
| | 100 mm dia. | 216.50 | RMT | 59 | 12773.50 |
| | 150 mm dia. | 0.00 | RMT | 79 | 0.00 |
| | 200 mm dia. | 0.00 | RMT | 104 | 0.00 |
| | 250 mm dia. | 0.00 | RMT | 135 | 0.00 |
| | 300 mm dia. | 0.00 | RMT | 152 | 0.00 |
| | MJP13-14,PG NO.70 IT NO.2a | | | | |
| | | | | | |
| 14 | P / S Mechanical collar of foll.diam. | | | | |
| | 100 mm dia. | 10.00 | NO. | 841 | 8410.00 |
| | 150 mm dia. | 4.00 | NO. | 1512 | 6048.00 |
| | 200 mm dia. | 0.00 | NO. | 1726 | 0.00 |
| | 250 mm dia. | 0.00 | NO. | 2767 | 0.00 |
| | 300 mm dia. | 0.00 | NO. | 3541 | 0.00 |
| | MJP 13-14,,PG NO.199-200 IT NO.2 | | | | |
| | | | | | |
| 15 | P / S Mechanical Bend of foll.diam. | | | | |
| | 100 mm diam.,90 degree | 3.00 | NO. | 2587 | 7761.00 |
| | | | | | |
| | 100 mm diam.,45 degree | 2.00 | NO. | 2306 | 4612.00 |
| | | | | | |
| | 100 mm diam.,22.5 degree | 3.00 | NO. | 2213 | 6639.00 |
| | | | | | |
| | 100 mm diam.,11.25 degree | 4.00 | NO. | 2162 | 8648.00 |
| | | | | | |
| | MJP 13-14,,PG NO.200-201 IT NO.3,4,5,6, | | | | |
| | | | | | |

Signature of Contractor

No Of Correction

Executive Engineer

| | | | | | |
|----|----------------------------------------------------------------------------------------------------------|--------|-----|----------------|-----------------|
| 16 | P / S Mechanical Tee | | | | |
| | 100x100x100 | 1.00 | NO. | 3429.00 | 3429.00 |
| | 150x150x100 | 4.00 | NO. | 5013.00 | 20052.00 |
| | 200x200x100 | 0.00 | NO. | 6124.00 | 0.00 |
| | 250x250x100 | 0.00 | NO. | 8532.00 | 0.00 |
| | 300x300x100 | 0.00 | NO. | 9705.00 | 0.00 |
| | MJP13-14,PG NO.204-205 IT NO.8 | | | | |
| 17 | P / S Mechanical Reducer | | | | |
| | 100x80 | 0.00 | NO. | 2092.00 | 0.00 |
| | 150x100 | 0.00 | NO. | 3485.00 | 0.00 |
| | MJP 13-14,,PG NO.208 IT NO.9 | | | | |
| 18 | Providing and making P.C.C.of following grade c.c.etc.comp. | | | | |
| | M-15 Grade | 15.16 | CUM | 4505.00 | 68273.27 |
| | MJP13-14,,PG NO.45 IT NO.1b | | | | |
| 19 | P/C W.B.M. | 15.16 | CUM | 870.30 | 13189.39 |
| | Sanctioned Rate PWD | | | | |
| 20 | Refilling trenches etc.comp. | 88.19 | CUM | 60.00 | 5291.68 |
| | MJP 13-14,PG NO.41 IT NO.17 | | | | |
| 21 | Transportation of the excavated material for a lead upto 5km (MJP /SR 2013-2014 page no.21 Statement VI) | 31.50 | CUM | 220.63 | 6949.43 |
| 22 | Removing Refixing 80 mm thk paver blocks including 10% new paver blocks BMC FMR 2006 Item 3 | 0.00 | SQM | 380 | 0 |
| 23 | Shifting of Water Connection Without Ferrule & Other Material | | | | |
| | 15 mm | 111.00 | NO. | 569.50 | 63214.50 |
| | 25 mm | 5.00 | NO. | 742.50 | 3712.50 |
| | 40 mm | 5.00 | NO. | 940.00 | 4700.00 |
| | Rate Analysis | | | | |
| 24 | Providing structural steel work in rolled stanchions etc comp. | | | | |
| | MJP 13-14,PG NO.43 IT NO.03 | 0.60 | MT | 61494.00 | 36896.40 |
| | | | | Total Rs. | 692316.85 |
| | | | | SAY Rs. | 692300.0 |

Signature of Contractor

No Of Correction

Executive Engineer

Chapter -X
Model Forms

MODEL FORMS

Contractors certificate

**No Demand Certificate
(on Contractors Letter head)**

To,
City Engineer,
Thane Municipal Corporation, Thane
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 o us vide work order No. _____ dated _____.

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

Authorised Signatory

_____ Name _____)

For _____ Name of the Agency _____

No Claim Certificate for Labour

To,
City Engineer,
Thane Municipal Corporation, Thane
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 arised 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 _____

BANK GUARANTEE FOR SECURITY DEPOSIT

_____ KNOW ALL BY THESE PRESENTS that (The name of bank _____
_____ A banking corporation carrying on banking business including
guarantees at Mumbai & other places and having its office at _____
_____ (hereinafter called the bank) which expression shall
unless excluded by or repugnant to the context or meaning there of to be deemed
to include its successors and assigns) SENT GREETINGS:

WHEREAS THANE MUNICIPAL CORPORTION constituted under the
BPMC Act.

(hereinafter called The TMCC which expression shall unless repugnant to the
context of meaning thereof be deemed to include its successors & assigns) had
invited tenders for Name of Contract _____
(herein after called tender) as per conditions of the contract scope of work BOQ &
specifications.

Covered under the tender.

AND WHEREAS (name of offered to carry out the work as specified in scope
of work, BOQ & specifications & conditions of tender.

AND WHERE AS the TMC has accepted the offer of
M/s. _____ vide its letter no. _____ dated _____ day of _____ 2004
& WHEREAS it is one of the conditions of the said tender that the
_____ should interlaid furnish a guarantee of a nationalized bank having its
branch in Mumbai for a sum of Rs. _____ (Rupees _____ only)
being 10% of the contract price as security for the due performance of terms &
conditions of said tender.

AND WHERREAS The _____ have
requested the Bank to gave the said guarantee and the Bank has agreed to do so on
the manner hereafter appearing. NOW THIS INDENTURE WITNESSETCH THAT
the Bank both hereby stand surety for the said sum of
Rs. _____ (Rupees _____
_____ only)

AND DOTH HEREBY GUARANTEE TO AND CONVENT WITH
irrevocably undertake to pay the TMC upon demand in writing when ever required
by it from time to time to do without referring to the _____ & without
questioning the right of the TMC to make such demand for the propriety or the
legality of such demand such sum or sums not exceeding in the whole a sum of
Rs. _____ (Rupees _____)
only, as may become payable to the TMC by the tenderer by virtue or arising out
of the above mentioned tender or by reason of any breach of non performance of
the same or by the negligence or neglect or failure or omission to comply with any

of the terms of the tender by_____ in respect of which the decision of the TMC shall be final & legally binding & his indenture further witnessed that the liability of the bank shall not in any manner be released, relaxed or diminished by reason of any time or other latitude being given by the TMC to_____with regard to the performance of the tender but this indenture shall remain in full force & effect until all the due of the TMC under or by virtue of the said tender have being fully paid & the _____has duly fulfill all his/there obligations under the tender & the terms & conditions of the tender has being fully complied with and that_____

_____ has executed the work to the satisfaction of TMC & THIS INDENTURE FURTHER WITNESSETH that the bank further agrees with the TMC that the TMC shall have the fullest liberty bank's consent & without affecting in any manner its obligations hereunder to vary the terms & conditions of the said tender or to extend the time of performance by form time to time or to postpone for any time or from time to time any of the progress exercisable by the TMC against_____ and to bear or enforce any of the terms & conditions relating to the said agreement & the bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the_____or for any in forbearance indulgence by the TMC to the_____or by any such matter or thing what so ever which under the law relating to sureties would but for this provision have effect of so relieving them.

And the said bank doth further covenant & declare that this guarantee is irrevocable & shall remain in force up to & inclusive of the_____day of_____&,if the contract is not executed in accordance with the terms & conditions thereof, the said bank under take to renew this guarantee from year to year until six months after the date of expiry of free maintenance period of five years commencing from the date of certificate to be issued by the TMC & the said bank & the doth hereby further covenant & declare that if the said_____ do not obtain & furnish renewals of_____this guarantee for the further period of five year to the TMC not less than 30 days prior to the expiry of the period of this bank guarantee or renewal or renewals thereof as to keep the same valid & subsisting till expiry of free maintenance period of five year commencing from the date of completion certificate is to be issued by the TMC & for 6 months thereafter the entire amount of this bank guarantee in the manner & within the time aforesaid shall become forthwith due & payable to the TMC net withstanding.

- 1) that the period of the guarantee or the renewal or renewals thereof has not expired or :
- 2) that the period of guarantee or the renewal or renewals thereof has already expired or:

3) that a free maintenance period of five year commencing form the date of completion certificate to be issued by the TMC has not expired.

And the bank further declares that notwithstanding anything to the contrary contained hereinabove the bank liability under this Guarantee is restricted to Rs._____ (Rupees _____) & unless a demand in writing under this Guarantee is made with the bank within 6 months from the date of expiry of free maintenance period of five year commencing from the date of completion to be issued by the TMC under the guarantee shall be forfeited & the bank shall be relieve & discharged from all liability.

SIGNED SEALED AND DELIVERED :

By the with named _____
_____ through its duly
constituted Attorney/s _____
in the presence of.