INDEX

NAME OF WORK:- ***Proposed Repairing work of Pooja palace to shivam apt. & Siddheshwar mahadev mandir Beautification, Ward no.03 Bhainder(E), in MBMC Area. (Corporator's Voluntary Fund)***

SR.No.	BRIF DESCRIPTION OF CONTENTS	PAGE NO.
1	**1) Brief Tender Notice** **2) Detailed Tender Notice**	1 2
2	**Earnest Money**	3
3	**1) Tendering Procedure** **2) Model form of Bank Guarantee Form** **3) Bond for Maintenance Guarantee** **4) Declaration of contractor**	3 – 5 6 – 7 8 9
4	**Printed B-1 agreement form**	10 – 28
5	**Schedule "A"**	28
6	**Conditions of schedule "A"**	29– 30
7	**1) Additional General Conditions and Specifications** **3) Additional Special Conditions for Hotmix Asphaltic Works.**	36 – 49 50– 53
8	**Detailed item wise specifications**	54
9	**Schedule B**	55
10		

Issued to ---------- Registered in ---------- Class

Receipt No. ---------- Amount ---------- Dated ----------

Tender Clerk

Mira – Bhayandar Municipal Corporation

Contractor No. of Corrections Executive Engineer MBMC

मिरा भाईंदर महानगरपालिका

सा.बां. विभाग

संक्षिप्त निविदा सुचना

खालील कामाच्या सिलबंद निविदा कार्यकारी अभियंता, मिरा-भाईंदर महानगरपालिका कंत्राटदाराकडून बी - १ पध्दतीच्या निविदा मागवित आहे. को-या निविदा कार्यकारी अभियंता महानगरपालिका, भाईंदर यांच्याकडून **दि.१३/११/२०२६ ते दि.२२/११/२०२६** पर्यत कार्यालयीन वेळेत देण्यात येतील. कार्यकारी अभियंता, हे भरून मागविलेल्या निविदा **दि.२३/११/२०२६** रोजी दुपारी १२.०० वाजेपर्यत स्विकारतील आणि **दि.२५/११/२०२६** दुपारी १२.३० वाजता उघडतील.

अ.क्र	कामाचे नाव	अंदाजित किंमत	इसारा रक्कम	काम पूर्ण करण्याची काल मर्यादा	निविदेच्या नमुन्याचा प्रकार कोऱ्या निविदा नमुन्याची किंमत रुपये	अनामत रक्कम रुपये	ठेकेदाराचा वर्ग सा.बां. खातेनुसार
४)	*मिरा भाईंदर महानगरपालिका क्षेत्रातील भाईंदर (पूर्व) प्रभाग क्र. ०३ मधील पुजा पॅलेस ते शिवम अपार्टमेंट पर्यंत गटारावर लाद्या बसविणे व श्री सिध्देश्वर महादेव मंदिर येथे वरीष्ठ नागरीकांना बसण्यसाठी कट्टा बनविणे. (नगरसेवक स्वेच्छा निधी)*	*रु. ६,७०,०३७/-*	*रु. ६,७००/-*	०४ महिने	*बी -१*	५%	वर्ग- ९ व त्यावरील

टीप :-

1) कार्यकारी अभियंता, मिरा-भाईंदर महानगरपालिका ,भाईंदर यांचे कार्यालयामध्ये नोटीस बोर्डवर सविस्तर निविदा नोटीस पाहावयास मिळेल.
2) कंत्राटदाराने दिलेल्या दरांची कालमर्यादा निविदा उघडण्याच्या तारखेपासून १२० दिवसापर्यत राहील.
3) निविदा दोन पाकिट पध्दतीने महानगरपालिकेच्या https://mahatenders.gov.in या संकेत स्थळावर स्वीकारण्यात येतील.
4) कोणतीही एक किंवा सर्वच निविदा कोणतेही कारण न देता रद्द करण्याचा मा. आयुक्त मिरा-भाईंदर महानरगपालिका यांनी राखून ठेवला आहे.
5) कंत्राटी कामाचा विमा शासकिय विमा निधीकडे अथवा शासकिय विमा निधीच्या अनुमतीने स्थानिक विमा कंपनीकडे काम सुरु करण्यापूर्वी उतरवणे आवश्यक राहील.

कार्यकारी अभियंता (साबां/वि)
मिरा-भाईंदर महानगरपालिका

Contractor No. of Corrections Executive Engineer MBMC

DETAILED TENDER NOTICE OF CONTRACTOR

NAME OF WORK ***:- Proposed Repairing work of Pooja palace to shivam apt. & Siddheshwar mahadev mandir Beautification, Ward no.03 Bhainder(E), in MBMC Area. (Corporator's Voluntary Fund)***

Tenders are invited by the Commissioner, Mira Bhayandar Municipal Corporation (MBMC), Bhayandar through E-tender for works in Mira-Bhayandar area. The blank tender forms and detailed information will be available on the website of the Corporation https://mahatenders.gov.in from **Dt.13/11/2026 to Dt.22/11/2026** upto 12.00 pm. The last date for submission of tenders completed in all respects on **Dt.23/11/2026** up to 12.00 pm on the above mentioned website, Mira Bhayandar Municipal Corporation. The tenders shall be opened in the presence/absence of the bidders or their representatives on **Dt.25/11/2026** at 12.30 pm at the tender cell of Mira Bhainder Municipal Corporation. For more details and information visit our website https://mahatenders.gov.in

2.	Estimated cost put to tender of work		**Rs. 6,70,037/-**
3.	Cost of each Tender Form		**Rs.500/- + Rs.90/- (GST) = Rs.590/-**
4.	Earnest money in the form of D.D. / P.O	**(1%)**	**Rs. 6,700/-**
5.	a) Initial Security Deposit in form of Bank Guaranty the work above 10 Lakh on accepted tender cost or cash the work up to 10 Lakh at time of work order	**(3%)**	**Rs.20,101/-**
	b) Further Security Deposit to be deducted from bill	**(2%)**	**Rs. 13,401/-**

6. Validity Period : The offer of the Contractor shall remain valid for 120 days from the date of opening of Envelope No. 2.
7. The tender notice shall form a part of contract agreement.
8. The bidder can purchase blank tender document online by downloading the challan and depositing specified tender form fee in the Union Bank of India, Bhayandar (West) branch.
9. The tenderer should furnished detailed information regarding status of his firm (i.e. proprietary, partnership, private ltd. or Pubilc Ltd. Company etc.) and also produce attested copies of the proof thereof the tenderer should also specify the authorised person who will be transacting with MBMC Bhayandar (Power of Attorney holder)
10. Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/amendment if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable.
11. The work to be executed is within the MBMC limits.
12. Right is reserved to reject any or all tenders without assigning any reason thereof.
13. Tender form fee is non refundable under any circumstances.
14. Commissioner reserve the rights to make any change in tender period & time of accepting the tender at any time during tender process.
15. Commissioner reserves the rights of cancelling the tender at any level.

Contractor No. of Corrections Executive Engineer
MBMC

EARNEST MONEY

2.1 Earnest money deposit or **Rs. 6,700/-** along with the tender should be in the form of submitting Online Challan in favour of Commissioner, Mira Bhayandar Municipal Corporation.

2.2 Tender of those who do not deposit earnest money in of the above acceptable forms shall be summarily rejected.

2.3 The amount of earnest money will be refunded to the unsuccessful tenderer on acceptance or otherwise of the tender.

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

2.4 There is no any concession to qualified unemployed engineer for EMD / Security deposit by MBMC.

TENDERING PROCEDURES

3.1 Issue of blank tender forms:-

The blank tender forms are available at https://mahatenders.gov.in from **Dt. 13/11/2026 to Dt.23/11/2026** up to 12.00 pm.

3.2 Manner of submission of tender and its accompaniments

Tender is to be submitted according to two envelopes system, Which should be submitted online in Technical - Bid & Financial Bid Format Only. Envelop No. 1 (Technical Bid) can be submitted by uploading the required documents as demanded in tender document, which are scanned or in PDF format . The EMD and Document fees should be submitted through “Online Receipt System” available on e-Tendering website.

Envelope No. 1 (Documents)

1	Form Fee Receipt **(Online Form fee Receipt - Scan Copy)**
2	Earnest Money Deposit Receipt **(Online Earnest Money Deposit Receipt (Scan Copy))**
3	Balance Sheet Of Last 3 Years. (C.A. Certified) (Copy of Valid C.A. Certified Balance Sheet) **(In The Year Of 2023-24, 2024-25, 2025-26)**
4	Valid GST Registration Certificate. **(Copy of Valid GST Registration Certificate.)**
5	Valid Pan Card **("Copy of PAN Card (If a company / partnership firm is submitting the tender, it is mandatory to have the PAN card in the name of the concerned company / partnership firm. For proprietary firms, the PAN card must be in the name of the proprietor.)"**

6	Copy of Certificate as registered contractors in appropriate class by Govt. / Semi. Govt. / Urban Local Bodies **(Registration copy of Appropriate class by Govt. /Semi. Govt. / Urban Local Bodies) (Scan Copy)**
7	Affidavit on stamp paper of Rs.500/- stating authenticity of the documents enclosed/uploaded while submission of the tender to be enclosed in envelope no.1 as per **Annexure No. 1** **(Tenderer to submit an affidavit of Rs.500/- for non-submission of false documents (Scan Copy))**
8	The Bidder Shall not be Blacklisted in any government / semi government / local body at the time of bid submission. The Bidder shall upload an undertaking on letterhead. **(Submission of declaration letter by the tenderer regarding non-blacklisting. (Scan Copy))**

Note :- The received bids having matching / Common IP address shall be out rightly rejected and shall not be Considered for further evaluation.

Envelope No. 2 (Financial Bid)

Will also be submitted online the contractor shall quote for the work as per details given in the main tender and also based on the details of conditions, issued/additional stipulations made by the Department.

3.3 Submission of Tender :-

The Envelope No. I & II shall be submitted online only by the bidder. The tenderer shall strictly ensure that this tender is complete in all respect before he submit it online. The tender which are incomplete will not be considered.

3.4 Opening of Tenders :-

The tenders will be opened online on the date specified above, if possible in the presence of the intending bidder or their authorized representative to whom they may choose to remain present. Following procedure will be adopted for opening of the tender.

Envelope No. I

First of all Envelope No. 1 of the tender will be opened to verify its contents as per requirements. If the various documents contained in this Envelope do not meet the requirements, then the Envelope No. II of such tenderers will not be considered for further action but the same will be rejected.

Envelope No. II

After opening of Envelope No. I, if contents of Envelope No. I are found to be accepted to the MBMC then only the Envelope No.II shall be opened The date of opening of envelop No. 2 will be subsequently informed.

3.5 Acceptance of Tender :-

3.5.1 The successful tenderer will be required to produce to the satisfaction of the specified concerned authority, a valid and concurrent license issued in his favour under provision of the contract labour (Regulation and Abolition) Act 1979 before starting the work. On failure to do so, the acceptance of the tender is liable to be withdrawn and Earnest money forfieted-

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

3.5.3 The Contractor shall comply with the provision of the payment of Wages Act, 1936, minimum Wages Act,' 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1961, the contract Labour (Regulation and

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

3.5.4 The tenderer whose tender is accepted is required to note that no foreign exchange will be released by the Mira Bhayandar Municipal Corporation.

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

3.6 SECURITY DEPOSIT :-

3.6.1 The successful tenderer within seven days of the intimation to this effect shall have to pay 3% of estimate tender cost as Initial Security Deposit in cash up to the work of 10 lakhs and in form of Bank Guarantee the work above estimated cost 10 lakhs on Tender accepted cost in favor of the Commissioner, Mira Bhayandar Municipal Corporation, from Nationalized Banks in the enclosed form and complete the contract documents failing which his earnest money will be forfeited to Mira Bhayandar Municipal Council. The balance Rs..... of Security Deposit will be recovered from the R.A. Bills at 2% of the bill amount.

3.6.2 All compensation or other sums payable by the Contractor under the terms of this contract or any other agreement or any account may be deducted from his security deposit or from any sums which may be due to him or may become due to him by Mira Bhayandar Municipal Corporation, on any accounts and in the events of the security being reduced by reason of any such above noted deductions the Contractor shall within 10 days of receipt of notice of demand from the City / Executive Engineer Mira Bhayandar Municipal Corporation make good the deficit.

3.6.3 There shall be no liability on the Mira Bhayandar Municipal Corporation, to pay any interest on the security deposited by or recovered from the Contractor.

3.6.4 The security deposit shall be refunded after completion of defect liability period of 36 Months prescribed for this contract in accordance with the provision in clause 1 and 20 of the contract.

3.6.5 Additional Security Deposit

a) If it is found that the lowest tenderer is not recommended, then a reference will be made to second lowest to deposit A.S.D. in the form of demand draft in the specified time period.

b) The additional security deposit of the successful tenderers will be refunded only after successful completion of the work in all respect or on completion of contract period whichever is later.

(On Stamp Paper worth Rs. 100/-)

MODEL FORM OF BANK GUARANTEE BOND

In consideration of the Mira Bhayandar Municipal Corporation (hereinafter called Mira Bhayandar Municipal Corporation) having agree to exempt Contractor …….(herein after referred to as "the Contractor") from depositing with the Mira Bhayandar Municipal Corporation in cash of the sum of Rs…… (Rupees…… only) being the amount of security deposit payable by the Contractor or to the Mira Bhayandar Municipal Corporation for……..... under the terms and conditions of an agreement dated the ……Day of …….and made between the Mira Bhayandar Municipal Corporation of the of the other part (herein referred to as "the said Agreements and conditions of the said Agreement, on the contract furnishing to the Mira Bhayandar Municipal Corporation a guarantee in the prescribed form of a Nationalized Bank in India being in fact those present in the like sum of Rs…… (Rupees……Only).

We ..... BANK/LIMITED registered in India under..... Act, and having one of our local Head Office ..... do hereby.

1) Guarantee to the MBMC Bhayandar

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

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

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

   b) We shall not be discharged or released from the liability under this guarantee by reasons of

      i) Any change in the constitution of the bank of the contractor, or

      ii) Any arrangement entered in between the MBMC and the Contractor with or without our consent.

      iii) Any forbearance of indulgence shown to the contractor.

Contractor No. of Corrections Executive Engineer MBMC

iv) Any variation in terms of covenants or conditions contained in the said agreement:

v) Any time given to the Contractor

vi) Any other conditions or circumstances under which in law, surety would be discharged

c) Our liability here under shall be joint and several with that of the Contractor as if we were the principal debtors

in respect of the said sum of Rs……..(Rupees…… only) and.

d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the MBMC. IN WITNESS WHEREOF THE common seal of……. has been herein to affixed this day of / /20 The common seal of ……was pursuant to the resolution of the Board of Directors affixed in the presence of the Company dated the …….day of …./……../20…. Hare in affixed in the presence of……..who, in token there of have here to set their respective hands in the presence of .....

Not withstanding anything contained herein above:

1) Our liability under this Guarantee shall not exceed Rs……/-

   (Rupees……only).

2) This Bank Guarantee shall be valid upto and inclusive of……...

3) We are liable to pay the guaranted amount or any part there of under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

(On Stamp Paper worth Rs. 200/-)

Bond for Maintenance Guarantee

BY THIS BOND M/s. _____ carrying on business at _____ bind themselves to Mira Bhainder Municipal Corporation constituted under BPMC Act and having its office at Head office, Chhatrapti Shivaji Maharaj Marg, Bhainder (W) Dist – Thane 401 105 as under.

WHEREAS :-

1. The Firm has entered into a Contract with the MBMC on the _____ day of _____

   Construction of _____

   _____

   and issued work order vide MBMC's L.No. MNP/PWD/WO/ /201 - 1 Dated. / /20
2. One of the terms of the Contract is that the firm shall guarantee the maintenance and quality of work to be carried out in terms of Contract for a period of _____ years after the completion of the said work.

Now the condition of the Bond is if after the said work is completed according to the terms of the said contract and during the period of years thereafter any item of work is found to be defective or the quality of any part of the work is not as per the specifications of the contract and after getting notice of such defective work or bad quality, the firm on its own cost shall rectify the defect and restores the quality of the work complained of as per specifications of the contract or till the satisfaction of the Executive Engineer of the corporation. On failure to rectify the defect of the work, the Corporation may get the said work done from the amount of Earnest Money and Security Deposit and may initiate legal action against the firm. The firm shall not have any claim from the Corporation for the same.

IN WITHNESS WHEREOF the Firm by its partners has put their hands this day of _____ and Signed and delivered by the.

Within named

_____

In Presence of

Executive Engineer (PWD)
Mira Bhayandar Municipal Corporation

Contractor No. of Corrections Executive Engineer
MBMC

DECLARATION OF THE CONTRACTOR

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

Signature of Contractor(s)

TENDER FOR WORKS

1. I / We hereby tender for the execution for the Mira-Bhayandar Municipal Corporation, Bhayandar (herein before and herein after referred to as MBMC of the Work Specified in the under written memorandum with in the time specified in such memorandum at percent ----------

---------- % below/above (in words) ----------

the estimated, rates entered in schedule "B" (memorandum showing items if work to be carried out) and in accordance, in all respects with the specifications, designs, drawings, and instructions in writing referred to in rule I hereof and clause 123 of the annexed I/We hereby tender for the execution, for the Mira Bhayandar Municipal Corporation, Bhayandar (herein before and hereinafter referred to as MBMC of the work specified in the under conditions of contract and agree that when materials for work provided by City / Executive Engineer, MBMC such materials and rates to be paid for them shall be as provided in schedule "A" hereto

in figures as well as in words.

MEMORANDUM

a) General Description :

b) Estimated Cost: Rs.

e)	**Earnest Money :**		**1%**	**Rs.**
d)	**Security Deposit Initial :**			
	i)	**Initial Security deposit in form of Bank Guaranty the work above 10 Lakh on accepted tender cost or cash the work up to 10 Lakh at time of work order**	**3%**	**Rs.**
	ii)	**to be deducted from current Bill**	**2%**	**Rs.**

e) Time allowed for the work from the date of written order to commence calendar months including mon-soon.

2. I/We agree that this offer remain open for acceptance for a minimum period of 120 days from the date of opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered, at the office of such authority. The Earnest money in form of ----------

----- is herewith forwarded. The amount if Earnest Money shall not bear interest and shall be liable to be forfeited to the MBMC should I/We fail to (i) Abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the Engineer and furnish the security deposit, as specified in item (d) of the memorandum contained in Para -1 above within the time limit, laid down in clause, (1)of the annexed general conditions of the contract. The amount of earnest money may be adjust towards the security deposit or refunded to me/us if so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

3. I/We have secured exemption from payment of earnest money from MBMC a true copy of which is enclosed herewith should any occasion for forfeited of earnest money for this work arise due to failure on my/our part to (1) abide by the stipulation to keep the offer open for the period mentioned above or (ii) Sign and complete the contract documents and furnished the security deposit as specified in item (d) of the memorandum

Contractor No. of Corrections Executive Engineer
MBMC

contained in Para 1 above within the time limit laid down in Clause (1) of the annexed General Conditions of contract the amount payable by me/us may, at the option of the City Engineer, be recovered out of the amount ‘deposited in lump-sum for securing exemption and in the event of the defeciency out of any other money which are due or payable to me/us by the MBMC under any other money contract of transaction of arry nature whatever or otherwise.

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

Contractor

Name & Address

Dated day of 200

(Witness

Name & Address

Occupation

The above tender is hereby accepted by me for and on behalf of the Mira Bhayandar Municipal Corporation

Officer

Dated day of 200

Signature of Contractor before submission of tender

Signature of witness to Contractor’s signature

Signature of the officer by whom accepted

Executive Enginner
Mira - Bhayandar Municipal Corporation.

Contractor No. of Corrections Executive Engineer
MBMC

GENERAL DESCRIPTION AND SCOPE OF WORK

CONDITIONS OF CONTRACT

CLAUSE -1 :- Security Deposit

The person/persons whose tenders may be accepted (hereinafter called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) shall (A) within 10 days (which may be extended by the City / Executive Engineer concerned upto 15 days" if the City / Executive Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of this tender deposit with the City / Executive Engineer in cash or approved securities endorsed to the Commissioner of sum sufficient which will make up the full security deposit specified in the tender and (1) above and (B) Permit MBMC at the time of making any payment to him for work done under the contract to deduct such as will amount to two percent. Of all money so payable such deductions to be held by MBMC Bhayandar by way of security deposit unit the full amount of the security deposit is made up. All compensation or other money payable, by the Contractor to MBMC Bhayandar under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising therefrom or from any sums which may be due or may become due by MBMC Bhayandar to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall, within ten days thereafter, make good in cash or approved securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or nay part thereof The security deposit referred to then paid in cash may, at the cost of the depositor, be converted into interest bearing securities.

If the amount of security deposit to the paid in lump-sum within the period specified at (A) above is not paid the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of security of deposit retained by the MBMC Bhayandar shall be released after the expiry of period upto which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or negligence to complete rectification work within the period upto which the contractor has agreed to maintain the work in good order, then subject to provisions of clauses 17 and 20 hereof the amount of security deposit returned, by MBMC Bhayandar shall be adjusted towards excess cost incurred by the MBMC Bhayandar on rectification work.

CLAUSE 2 :- Compensation for delay

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be proceeded with, all due delihence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay a compensation as an amount equal to one percent or such smaller amount as City / Executive Engineer (Whose decision in writing, shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tenderer for every day that the work remains uncommenced, or unfinished after the proper dates. And further to ensure good progress during the executing of the work the contractor shall be bound, in all case in which the time allowed for any work exceeds one month to complete.

NOTE :- The quantity of the work to be done within particular time to be specified above shall be fixed by the City / Executive Engineer after taking into consideration the circumstances of each case. And abide by the program of detailed progress laid down by the City / 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 value of the work to be done.

Reasonable progress of masonry work : 1/1 0,4/10, 8/10 of the total value of the work to be done.

In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation as amount equal to one percent or such smallest amounts as the City / Executive 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 the work remains uncommenced or incomplete, provided always that the total amount of the compensation to be paid under provisions of this clause shall not exceed 10% of the estimated cost of the work shown in the tender.

CLAUSE 3 :- Action when whole of the security deposit is forfeited

In the case in which under any laws of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (Whether paid in one sum or deducted, by installments) or in the case of abandonment of the work, owing to serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the MBMC Bhayandar shall have power to adopt any of the following coures as he may deem best suited to the interest of MBMC Bhayandar.

a) To rescind the contract (Of hich rescission notice in writing to the contractor under the signature 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 the MBMC, Bhayandar.

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

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

In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid any sum for any work therefor actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the a Amount so certified. In the event of either of the course referred to in clause (b) or (c) being adopted and the cost of work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess value shall be deducted from any money due to the contractor by the MBMC Bhayandar 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 MBMC Bhayandar even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses provided always that whichever of the three Courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss Sustained by him by reason of his having purchased Or procured any material or entered into engagements or made any advances on account or with a view of the execution of the work or the performance of the contract. The certificates of the Executive Engineer as to all cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done and shall be final and conclusive against the contractor.

CLAUSE 4 :- Action when the progress of any particulars portion of the work is unsatisfactory.

If the progress of any particular potion of the work is unsatisfactory the Executive Engineer shall not withstanding that the general progress of the work is satisfactory in accordance with clause (2) be entitled to take action under clause (3) (9b) after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation, for any loss sustained by him owing to such action.

CLAUSE 5 :- Contractor liable to pay compensation if action not taken under clauses 3 & 4

In any case in which any of the power conferred upon the Executive Engineer by clause 3 and 4 thereof shall have become exercised, non-exercise thereof shall not withstanding be exercised in the event of by future case of default by the contractor, for which, by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

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

In the event of the City / Executive Engineer taking the action under sub clauses (a) or (c) of clause 3 he may if he so desires, take possession of all or any tools, plants materials and stores in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may after giving notice in writing to the contractor alternative the Executive Engineer may after giving notice in writing to the contractor or his clerk of the work, foreman or other authorised agent, require him to remove such tools, plants, materials, or stones from the premises with in a time to be specified in such notice, and in the event of the contractor failing to comply with any such requirement the Executive Engineer may remove them at tile 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.

CLAUSE 6 :- Extension of time

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

CLAUSE 7 :- Final certificate

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

CLAUSE 8 :- Payment on intermediate certificate

No payment shall be made for any Running work less than Rs. 50,00,000/- till the whole of the said work shall have been completed certificate of completion given, till contractor shall on submitting the 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 so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed. And shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part thereof in any respect or the occurring of any claim , nor shall it conclude, determine, or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the account or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise Engineer-in-charge certificate of the measurements and of the total amounts payable for the work shall be final and binding on all parties.

CLAUSE 9 :- Payment At reduced rates on account of items of work not accepted as completed, to be at the discretion of the Engineer-in-charge.

The rates for several items on work estimated to cost more than Rs. 10000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of items at such reduced rates as he may consider reasonable in the preparation of final or on accounts bill.

CLAUSE10 :- Bills to be submitted monthly

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

CLAUSE 11 :- Bills to be on printed forms

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

CLAUSE 12 :- Stores supplied by Mira Bhayandar Municipal Corporation, Bhayandar

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

CLAUSE 12 (A) :-

All stores of controlled materials such as cement, steel, etc. supplied to the contractor by MBMC or procured by the contractor, should be kept by the contractor under lock and key and they will be accessible for inspection by the Executive Engineer or his authorised agent at all the times.

CLAUSE 13 :- Works to be executed in accordance with specifications, drawings, orders, etc.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards material and in every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and loaded. in his office and to which the contractor shall be entitled to have access for the purpose of inspections at such office, or in the site of the work during office hours . The contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost.

CLAUSE 14 :- Alterations in specifications and designs not to invalidate contracts.

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

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

If the additional or altered work, for which no rate is entered in the Schedule of Rates of schedule as adopted by MBMC ordered to be carried out before the rate is agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-incharge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the City Engineer of the MBMC will be final.

Extension of time in consequence of additions or alterations.

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

CLAUSE 15 :- No claim to any payment or compensation for alteration in or restriction of work

1) If at any time after the execution of the contract documents, the Engineer-in-charge shall for reasons whatsoever (other than default on the part of the contractor for which the MBMC is entitled to rescind the contract) desires that the work or any part of the work specified in the tender should be suspended for any period of that the whole or part of the work should not be carried out at all, he shall give to the contractor a notice in writing of such desire and upon receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Executive Engineer as to the stage at which the work any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment of compensation whatsoever by reason of or in pursuance of any notice as aforesaid on account if any suspension stoppage or curtailment except to the extent specified hereinafter.

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

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

4) In the event of :

i) Any total stoppage of work on notice from the Executive 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 item or items originally tendered on account of any alternations omissions or substitution as in the specifications, drawings, designs or instructions under clause 24 (I) where such curtailment exceeds 25% in quantity an the value of the quantity curtailed beyond 25% at the rates for items specified if the tender is more than Rs. 5,000/-.

It shall be open to the contractor within (90) days from the service of (1) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of the work or (iii) notice under clause 14(1) resulting in such curtailment to produce to the Executive Engineer satisfactory documentary evidence that he had purchased or agreed to purchase materials to use in the contacted work. Before receipt by him of the notice the stoppage, suspension or curtailment and require the MBMC to take over on payment of such material at the rate shall in no case exceeds the rates at which the same where acquired by the contractor. The MBMC Bhayandar shall thereafter take over the material so offered provided the quantifies offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved -by the Executive Engineer.

CLAUSE 15 (A) :- No claim to compensation on account of loss due to delay in supply of material by MBMC Bhayandar.

The contractor shall not be entitled to aim any compensation from the MBMC Bhayandar for the loss suffered by him on account of delay by MBMC Bhayandar in the supply of materials entered in schedule "A" where such delay is caused by

I) Difficulties relating to the supply of railway wagons.

II) Force majeure.

III) Act of God.

IV) Act of enemies of the state or any other reasonable cause beyond control of Government.

In case of such delay in the supply of material, the MBMC Bhayandar 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 :- Time limit for unforseen claims

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

CLAUSE 17 :- Action & compensation payable in case of bad work

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

CLAUSE 18 :- Work to be open inspection. Contractor or responsible agent to be present

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

CLAUSE 19 :- Notice to be given before the work is covered up

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

CLAUSE 20 : - Contractor liable for the damage and for imperfections

If during the period of..... months /years from the date of completion as certified by the Engineer in pursuant of clause 7 of the contractor or ..... Months after commissioning the work whichever is earlier in the option of the City / Executive Engineer, the said work is defective in any manner whatsoever the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer duly commence execution and completely carry out at his cost every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and construction of unsafe portions strictly in accordance with, and in the manner prescribed and under the supervision of Executive Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefor in the said notice and/or to complete the same as aforesaid ad required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to MBMC the amount of such cost-charges and expenses sustained or incurred by the MBMC of which the certificates of the Executive Engineer shall be final and binding on the contractor. Such costs, charges, and expenses shall be deemed to be arrears of land and revenue and in the vent of contractor failing or neglecting to pay the same on demand as aforesaid without prejudice or any other right and remedies of the MBMC the same may be recovered from the contractor as the arrears of land revenue. The MBMC shall also be entitled to deduct the same from any account which may then be payable or which may thereafter become payable by the MBMC to the contractor either in respect of the said work or any other whatsoever or from the amount of security deposit retained by MBMC.

CLAUSE 21 :- Contractor to supply plant, ladder, scaffolding, etc. Contractor liable for damages, arising from non provision of lights, fencing etc.

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

CLAUSE 21(A) : List of machinery in contractor's possession and which they propose to use on the work should -be submitted alone, with the tender.

The contractor shall provide suitable scaffolds and working platforms, gangway and stairways and shall comply with the following regulations in connection herewith.

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

b) A scaffold cannot be constructed, taken done or substantially altered except

   i) under the supervision of competent and responsible person and

   ii) as far as possible by competent workers possessing adequate experience in this kind of work.

c) All scaffolds and appliances connected therewith and all ladders shall

   i) be of sound material

   ii) be of the adequate strength having regard to the loads and strains to which they will be subjected, and

   iii) be maintained in proper condition.

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

e) Scaffolds shall be overloaded and so far as practicable the loads shall be evenly distributed.

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

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

h) Before allowing a scaffold to be used by his workmen, the contractor shall, whether the scaffolds has been erected by his workmen or not take, steps to ensure that it complies fully with the regulations herein specified.

i) Working platforms, gangways and stairways shall ,

   i. be so constructed that no part thereof can sag unduly or unequally .

   ii. to be constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and

   iii. be kept free from any unnecessary obstruction

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

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

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

iii) Every working platform, gangway, working place and stairway shall suitable fenced.

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

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

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

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

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

Contractor No. of Corrections Executive Engineer
MBMC

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

a) Hoisting machine and tackle, including their attachments, anchorages and support shall:

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

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

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

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

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

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

f) No person who is below the age of 21 years shall be in control of any hoisting machine including any scaffold which, or give signets to any operator-

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

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

i) In case of hoisting machine having a variable safe working loads, the 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 loaged beyond the safe working load except for the purpose of testing.

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

I) Hoisting appliances shall be provided with such means as will reduce to minimum the risk of the accidental decent of the load.

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

CLAUSE 22 :- Measures for prevention of fire.

The contractor shall not set fire to any standing, jungle, trees, brush wood or grass without a written permit from the City / Executive Engineer. When such permit is given, and also in ail cases when destroying cut or dug up trees, brush wood, grass, etc. by fire the contractor shall take necessity measures to prevent such fire spreading to or otherwise damaging, surrounding property-The contractor shall make his own arrangement for drinking water for the labour employed for him.

CLAUSE 23 :- Liability of Contractor for any damage done in outside the work area.

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

CLAUSE 24:- Employment of female Labour.

The employment of female labours on working in the neighborhood solfier's barracks should be avoided as far as possible.

CLAUSE 25 :- Work on Sunday

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

CLAUSE 26 :- Work not be sublet. Contract may be rescinded & security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

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

CLAUSE 27 :- Sum payable by way of compensation to be considered reasonable without reference to actual loss.

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

CLAUSE 28 :- Changes in the constitution of the firm to be notified

In the case of tender by partners, any changes in the constitution of firm. Shall be notified by the contractor to the Engineer-in-charge for his information.

CLAUSE 29 :- Direction & control of the City Engineer.

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Executive Engineer of the MBMC Bhayandar for the time being, who shall be entitled to direct at what points and in what manner they are to be commenced and from time to time carried on.

CLAUSE 30 :- Direction & control of the City Engineer.

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

2. The contractor may, with-in-thirty days of receipt of him any order passed by the City/Executive Engineer of the MBMC Bhayandar as aforesaid, appeal against it to tile Municipal Commissioner concerned with the contract,-work or project provided that-

   a) The accepted value of the contract exceeds Rs. 10 Lakhs (Rupees Ten Lakhs Only)
   b) Amount of claim is not less than Rs.1 Lakh (Rupees One Lakh)

CLAUSE 31 :- Stores of European or American manufacture to be obtained from the MBMC Bhayandar

The contractor shall obtain from the MBMC Bhayandar all stores and articles of European and American manufacturer which may be required for work, or any part thereof or in making up any articles mission in writing from the Engineer-in-charge to obtain such store articles elsewhere. The value of such stores and articles as may be supplied to contractor

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

CLAUSE 32 :- Lumpsums In estimates

When the estimates on which a tender is made Includes lump sum In respect of part of the work, The contractor shall be entitles to payment in respect of Items of works Involved or the part of the work on question at same rates as per payable under this contract for such Items, or of the part of the work In question Is not In opinion of the Executive Engineer capable of measurement, the Engineer-In-charge may at his discretion pay the lump sum amount entered In the estimate, and the certificate In writing of the Englneer-ln-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

CLAUSE 33 :- Action where no specifications.

In the case of any class of work for which there Is no such specifications as is mentioned in rule I such work shall be carried out in accordance with the MBMC prescribed specification, and In the event of there being, no MBMC prescribed specification then in such case then work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-Incharge-

CLAUSE 34 :- Definition of work

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

CLAUSE 35 :- Contractor’s % weather applied to net or gross amount of bill

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

CLAUSE 36 :- Quarry fees and royalties

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

CLAUSE 37 :- Compensation under Workman’s Compensation Act.

The contractor shall be responsible for and shall pay any compensation to his workman payable under the Workman’s Compensation Act, 1923 (VIII of 1923) (hereinafter called the said act) for injuries to the workmen. If such compensation is payable and paid by. MBMC as principal under sub-section (1) of section -12 of the said act, on behalf of the contractor, this shall be recoverable by the MBMC Bhayandar from the contractor under sub-section (2) of the said section. Such compensation shall be recpvered in the manner laid down in clause (1) above.

CLAUSE 37 (A) :-The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by MBMC Bhayandar the same shall be recoverable from the Contractor forthwith and deducted without prejudice to any other remedy of MBMC Bhayandar from any amount due or that may become due to the contractor.

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

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

b) When work is carried on in proximity to any place where there is a risk of drowning, all necessary equipment shall be provided and kept ready for us 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 B : - The contractor shall duly comply with the provisions of THE APPRENTICES ACT, 1961" (III of 1961), the rules made thereunder and the there orders that may be issued from time to time under the said act and the said rules and on the failure or neglect to do so lie shall be subjected to all the liabilities and penalties provided by the said act and the said rules.

CLASUE 38 :- CONTRACTOR'S OTHER LIABILITIES AND INSURANCE

The contractor shall keep indemnified the Municipal Corporation against all lossess and claims for injuries or damage to any person or any property whatsoever which may or arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatosever in respect of or in relation thereto.

PROVIDED always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Municipal Corporation against any compensation or damage caused by the Expected Risks.

The contractor shall at all times indemnify the Municipal Corporation against all claims, damages or compensation under the provisions of payment of wages Act 1936. Minimum Wages Act 1948. Employers Liability Act, 1938, the Workmen's Compensation Act, 1023, Industrial Dispute Act 1947, Indian Factories Act 1948, and Maternity Benefit Act 1961 or any modifications thereto and rules made thereunder from time to time or as a consequence or any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, save and expect where employment such accident or injury have resulted from any act of the Municipal Corporation, their agents or servants and also against all costs, charges and expenses of any suit action or proceedings arising but of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any such claim without limiting his obligations and liabilities as above provided. The contractor shall insure against all claims damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.

The aforesaid insurance policies shall provide that they shall not be cancelled till the Commissioner has agreed to their cancellations.

The contractor shall prove to the Commissioner from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premia for keeping the policies alive till the expiry of the Defects Liability Period.

The contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Municipal Corporation resulting from their failure referred to effect and keep in force any such insurance and pay premium or premia as may be necessary for that purpose and from time to time deduct the amount 30 paid by the Municipal Corporation Plus 20 percent of premium or premia amount as service charges from any money due or which may become due to the contractor or recover the same as debt from the contractor. All insurance to be effected by the Contractor and/or his sub contractor shall be taken out only with the insurance Company or companies approved by the Municipal Commissioner.

CLAUSE 39 :- Claim for qualities entered in the tender or estimates.

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

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

3. Claims arising, out of reduction in the tendered quantity, of any item beyond 25% will be governed by the provisions of clause 15 only when the amount of such reduction beyond 25% it the rate of item specified in the tender is more than Rs. 5,000/- (The clause is not applicable to extra items.)

4. The Clause is not applicable to extra items.

5. There is no change in the rate if the excess is more than 25% of the tendered quantity, but the value of the excess work- at the tendered rates does not exceed Rs. 5,000/-

CLAUSE 40 :- Employment of faming labour. Etc.

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

CLAUSE 41 :- Claim for compensation for delay in starting the work

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

CLAUSE 42 :- Claim for compensation for delay in execution of work

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

CLAUSE 43:- Entering upon or commencing any portion of work

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

CLAUSE 44:- Minimum age of persons employed. The employment donkeys and/or other animals and the payment of fair wages.

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

ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least 3 inches wide and should be of tape (Nawar)

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

iv) The Engineer-in-charge or his agent is authorised to remove from the work any person or animal found which does not satisfy these conditions and no responsibility shall be accepted by the MBMC Bhayandar for any delay caused in the completion of work by such removal.

v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him in the event of any dispute arising between the contractor and his workmen on the ground, that the wages paid are not fair an 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 MBMC Bhayandar at the sanctioned tender rates.

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

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

CLAUSE 45 :- Method of payment

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

CLAUSE 46 :- Acceptance of conditions compulsory before tendering for work

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

CLAUSE 47 :- Employment of scarcity labour

If Government declares a state of scarcity or famine to exist in any village situated within 16 km. of the work in contractor shall employ upon such parts of the work. As are suitable for unskilled labour any person certified to him by the 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 persons wages not below minimum which Government have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.

CLAUSE 48 :

The price quoted by the contractor shall not in any case exceed the control price if any fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description of goods the controlled price permissible under the provisions of Hoarding and Profiteering Ordiance, 1943, as amended from time to time. If the price quoted exceeds the controlled price of the price permissible under Hoarding and Profiteering Preventions Ordiance the contractor shall specifically mention.

this fact in his tender along with reasons for quoting such higher price. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to confirm with the controlled price permissible under the hoarding and profiteering prevention ordiance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

CLAUSE 48 (A) : Maharashtra Act XIX of 1985 clause regarding turnover tax, vide P.W.D. Circular No. CAT-1086/CR-330. Bldg. 2 dt. 10/6/1987

"The tendered rates shall be inclusive of all taxes, and shall also be inclusive of the tax leviable in respect of works contract under the provision of the Maharashtra Sales Tax on transfer of property or good involved in the execution of works Contract Act, 1985 (Maharashtra Act No. XIX of 1985)

CLAUSE 49 :

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

CLAUSE 50 :

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

CLAUSE 51 :

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

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

CLAUSE 52 : Wages to be paid to the skilled and unskilled labourers engaged by the contractor

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

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

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

CLAUSE 53 :- All amount whatsoever the contractor is liable to pay to the MBMC in connection with the execution of the work including the amount payable in respect of (i) materials and/or stores supplied/ issued hereunder by the MBMC to the contractor, (ii) higher charges in respect of heavy plant, machinery and equipment on hire by MBMC to the contractor for execution by him of the work and/or on which advances have been given by the MBMC to the contractor shall be deemed to be arrears of land revenue and the MBMC to the contractor shall be deemed to be arrears

of land revenue and the MBMC may without prejudice to any other right and remedies of the MBMC recover the same from the contractor as arrears of land revenue.

CLAUSE 54 :- Government circular No. CAT 1284 /(120), Building 2, Mantralaya , Bombay 32, dated 14/8/1985

The contractor shall duty comply with all the provision.-, of the contract labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra contract labour (Registration & Abolition) Rules 1971 as amended from time to time and all other relevant statutes and statutory provisions thereof concerning payments of wages particularly to workman employed by the contractor and workman on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra contract labour (Regulation and Abolition") Rules 1971 . If the contractor fails or neglects to pay wages at the said rates or makes short payment and the MBMC make such payment of wages in full or part thereof less paid by the contractor as the case may be the amount so paid by the MBMC to such workers shall be deemed to be arrears of land revenue and the MBMC Bhayandar shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the MBMC Bhayandar to the contractor hereunder or from any other amount's payable to him by the MBMC Bhayandar (Inserted vide Govt. Public Works Department's Circular NO. CAT 1284 (I20) Building - 2 dt. 14/8/1985. Accompaniments to the G.R.P.W.D. No. BGD. 1979\64188(358) Desk-2dt, 4/2/1981.

CLAUSE 55 :

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

CLAUSE 56 : (Govt. of Maharashtra P.W.D. Resolution No, CAT-1086/CR243/K/Bldg.2 dt. 11/8/1972).

CONDITIONS FOR MALARIA ERADICATION, ANTI-MALARIA AND OTHER HEALTH MEASURES

a) Anti malaria and other health measures shall be as directed by the Joint Director (Malaria and Fileria) of health services, Pune.

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

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

d) In case of default in carrying out prescribed anti-malaria measuring resulting in increase in malaria incidence Contractor shall be liable to pay to -MBMC, Bhayandar the amount spent by MBMC-Bhayandar on anti-malaria measures to control the situation in addition to fine.

d) Relations with public Authorities : The contractor - shall make sufficient arrangements for draining away the sewerage water as. well as water coming from the bathing and washing places and shall dispose of this water in such a way as not cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The contractor shall comply with all rules regulations by laws and directions given from time to by any local or public authority in connection with this work shall pay fees or charges which are leviable on him without any extra cost to MBMC Bhayandar.

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 charge to the contractor		Place of Delivery
			In figures	In words	

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 packing demand for further material and finish full account of all the materials to the MBMC Bhayandar If any material remains unused with the contractor, he should return the same to the MBMC Bhayandar. In the event of -non-return of such material, recovery at penal rate of twice the issued rate with ST. & G.T. will have to be affected from the contractor.
3. Wastage of steel to be entirely by the contractor.

CONDITION FOR MATERIALS ISSUED UNDER SCHEDULE "A"

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

1. All the materials shall be made available for delivery on working days only during working hours, to be arranged mutually by the Contractor between him self and -the storekeeper or the Sub-divisional officer, whosoever 'A' of the tender.

2. The contractor shall submit periodically as well as on the completion of the work, an account of all materials issued to him 'in a manner as directed by the Engineer-in-charge. The Contractor shall also furnish an account of previous materials issued, before placing demand for further materials. In addition, a separate register shall be maintained on site, for recording daily itemwise cement consumption of cement issued to them and also itemwise consumption of other materials issued under Schedule 'A' as, directed. This shall be signed daily by Contractor or his representative and representative of Engineer-in-charge.

3. The quantities in Schedule 'A' are approximate and may vary according to actual and bonafide use as certified by Engineer-in-charge.

4. All the materials mentioned in Schedule 'A' required for the work shall be taken from the MBMC Bhayandar only. The materials from other source in lieu of the materials in Schedule 'A' shall not be allowed except underwritten permission from the Executive Engineer. In such case, certificate for its qualify shall be produced by the Contractor and samples of such materials shall be tested from any Government Laboratory by the Contractor at his own cost and test results to be supplied to the MBMC Bhayandar. The materials not conforming to the required standard shall be removed at once from the site of the work by the Contractor at his own cost.

5. The rates mentioned in Schedule 'A' -are inclusive of - sales tax and storage charges.

6. After issue of any material for use on bonafide MBMC Bhayandar work to Contractor if the Engineer-in-charge ascertains on any particular date that the portion of such supplies comes to surplus to the requirement of the work, the date of ascertainments will be taken as the date for sale for the purpose of payment of sales tax on such portion and recovered from the Contractor as per rules.

7. The Contractor shall construct shed/sheds as per direction of the Engtneer-in-charge of the work for storing the materials issued to him by this Department and provide double locking arrangements, but of which one key shall be with incharge or MBMC Bhayandar person, and material shall be taken for use in presence of the MBMC Bhayandar persons only.

Contractor No. of Corrections Executive Engineer
MBMC

8. The Contractor shall make his own arrangement for the safe custody of the materials which are supplied to him by the MBMC Bhayandar.

9. The Contractor shall not use cement and other material under Schedule 'A' in items other than as per this tender except for such ancillary small items as are connected with and absolutely necessary for execution of this work as may be decided by the Engineer-in-charge.

10. All steel issued under Schedule 'A' which remains surplus with the Contractor after use in the. work, shall be returned to the MBMC, Bhayandar. Generally, only full length bars in length supplied by the MBMC Bhayandar shall be taken by the MBMC Bhayandar. However, the Engineer-in-charge may at his discretion, take back- bars of particular diameter in any other lengths approved by him, if same are required for use in MBMC Bhayandar work. The rates for repayment of the surplus acceptable materials required by the Contractor at the godown of issue, shall be at the. prevailing market rates charged to the contractor, excluding the elements of the storage charges at the time of return, whichever is lower. The quantity of such surplus steel which is not acceptable to the department may be disposed off by the contractor, in any manner he likes and the cost thereof shall entirely be borne by the Contractor. However, in cases in which the materials issued to a Contractor become

    surplus owing to change in the design of the work after the materials were issued to the Contractor, the materials should be taken back from the Contractor at the same rate at which they were supplied to him by the MBMC Bhayandar provided, the materials at the time taking over, were not actually needed and are serviceable.

11. Mild steel/tor steel shall be issued to the Contractor on actual weightment. However, for the purpose of payment, the weight of steel bars used on the work shall be calculated on the basis of standard weight per unit length vide table in B 10, 13 of standard Specification Book 1972 edition by B and C Department. Hence, claims on account of difference in actual weight and calculated on the basis of standard weight per unit length shall not be entertained No extra payment for strainghtening the bars will be made.

12. The Contractor shall make his own arrangement for securing structural steel such as square bars, flats rolled steel joists, angles, iron plates, etc, The department is neither responsible for securing permit it nor to supply required structural steel. However, necessary certificate to the effect that the material is required for the said bonafide MBMC Bhayandar work, will be issued if required..

13. The charges for conveyance of material from the place of delivery to the site of work and the actual spot on work site shall be entirely borne by the Contractor. No claims on this account shall be entertained.

14. If surplus materials after completion of the work are not returned by the Contractor., recovery of such materials at the penal rate of twice the issue rate of these materials shall be made from the Contractor. Sales Tax and General Tax on the cost of surplus materials which are not returned, shall also be recovered by from the Contractor as decided by the Engineer-in-charge. However, it is clear that if any surplus case the cost will be recovered from the contractor as stated above in the clause.

15. Empty asphalt drums will have to be returned to the, Department. In case of non-return of empty asphalt drums recovery at Rs. Per drum will be charged to the Contractor.

16. The person/firms submitting the tenders should see that the rates in the above Schedule 'A' are filled up by the Engineer-in-charge of the work on the issue of the form prior to the submission of the tender.

17. The MBMC Bhayadner shall not be responsible for the loss in cement during transit from the MBMC Bhayandar stores to work site. Cement so delivered to the Contractor at the MBMC Bhayandar stores shall mean 50 kg/bag by weight. The rate quoted should correspond to this method of reckoning. The correctionwill have to be done by weight basis. While mixing, if cement found short in a bag, it will have to be made good by the Contractor for which additional cement would be supplies by the MBMC Bhayandar at issue rate in Schedule 'A' item or percentage rate quoted for should reckon this.

18. For the purpose of issue rate, the area of A.C. sheets and ridges shall be the actual gross size before laying in the roof and each dimension shall be measured at straight line in plain (neglecting extra length due to corrugations, etc.)

19. The Contractor shall furnish unstampet receipts for all material issued under Schedule 'A'

20. The Contractor shall furnish the account of steel, cement etc. Issued to him at each time before placing an indent for further supply. Also he should submit on completion of the work final account of all the materials supplied to

him by the MBMC. This account will be scrutintsed by the Engineer-in-charge, and if any extra use is found, shortages are seen and any quantities of material remained unaccounted for, recovery, at penal rates will be effected for such quantities as mentioned in Clause 14 above.

21. A separate register shall be maintained on site for recording detailed itemwise cement and steel consumption on the work. This register shall be signed by the Contractor or his authorised representative and got signed from the representative of the Engineer-in-charge

ADDITIONAL GENERAL CONDITION AND SPECIFICATION

INDEX

SR.- NO.	DESCRIPTION
1.	General
2.	Contractor to study site conditions
3.	Declaration of contractor
4.	Indemnity
5.	Definitions
6.	Errors, omissions and discrepancies
7.	Working methods and progress schedule
8.	Agent and work order book
9.	Co-ordination
10.	Assistance in procuring priorities/permits etc.
11.	Quarries
12.	Site Office
13.	Treasure-Trove
14.	Explosive
15.	Damage by flood or accident
16.	Police Protection
17.	Traffic regulation
18.	Inspection and supervision
19.	Initial measurements
20.	Samples and testing of materials
21.	Change in cement contents etc.
22.	Miscellaneous
23.	Medical and sanitary arrangement for Labour
24.	Safety Code
25.	Scope of rates for different items of works
26.	Payments
27.	Handing over of work
28 to 60	General Additional Condition.

1. GENERAL

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

2. CONTRACTOR TO STUDY SITE CONDITIONS

The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at rates quoted in the tender, in this regard, he will be given necessary information to the best of knowledge of MBMC Bhayandar but without any guarantee to it. If he shall have any doubt as to the meaning of any portions of these general conditions, or the special condition or the. scope of work or the, specifications and drawings, or any other matter concerning the contract, he shall in good order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

3. DECLARATION OF THE CONTRACTOR

The contractor should sign the declaration form on Page No. 7.

4. INDEMNITY

The Contractor shall indemnify the MBMC, Bhayandar against all actions.sits 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 any loss or damage to the, MBMC Bhayandar in conse-quence of any action or suit being brought against the Contractor for anything done or committed to be done in the execution of the work of this contract.

5. DEFINITIONS

Unless exluded by or repugnant to the context.

a) The expression "Government" as used in the tender paper shall mean the Government of Maharashtra.

b) The expression "City Engineer" as used anywhere in the tender papers shall mean City Engineer of the Mira-Bhayandar Municipal Corporation, Bhayandar who is designated as such

c) The expression "Executive Engineer" or "Engineer-in-charge" as used in the tender paper shall mean the Executive Engineer-in-charge of the work for time being.

d) The Expression "Contractor" used in the tender papers shall mean the successful tender whose tender has been accepted, and who has been authorised to proceed with the work.

e) The expression "Contract" as used in the tender papers shall mean the deed of contract together with its original accompaniments and those latter incorporated in it by mutual consent.

f) The expression "Plant" used in the tender papers, shall mean every temporary and necessary or condifered necessary by the Engineer to execute, construct and maintain the works and used in, altered, modified, substituted and additional work- ordered in the time and the manner herein provided and a temporary materials and special and other articles of applicances of every sort, kind and description whatsoever intended or used thereof

g) "Drawings" shall mean the drawing referred to in the specifications and any modifications of such drawings in writing by Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

h) "Engineer's representative" shall mean as assistant of the Engineer notified in writing to the Contractor by the Engineer.

i) The "Site, shall mean the lands and/or other places, on under, in or through which the work is to be executed under the contract including any other lands or places which may be designated by MBMC Bhayandar or used for the purpose of contract.

j) The "Work" shall mean the work to be executed in accordance with the contract or part (s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the Contract.

k) The "Contract Sum" shall mean the sum for which the tender is accepted

I) The "Accepting Authority" shall mean the officer competent to accept the tender.

m) The "Day" shall mean the day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.

n) "Temporary works" shall mean all temporary works of every kind required in or about the execution, completion, or maintenance of the work.

o) "Urgent works" shall mean any measure which in the opinion of the Engineer-in-charge, become necessary, during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.

6. ERRORS, OMMISSIONS AND DISCREPANCIES

a) In case of errors, ommissions, and/or disagreement between written and scaled dimensions an the drawing or between drawing,-, and specifications etc. the following order of preference shall apply.

i) Between act" and scaled dimensions or descriptions on drawing the letter shall be adoped.

ii) Between the written or shown description or dimension in the drawing and corresponding one in the specification, the latter shall apply.

iii) Between the quantities shown in schedule of the quantities and those arrived at from the drawings, the latter shall be preferred.

iv) Between the written description of the item in the schedule of quantities and the detailed description in the specifications of the same items, the latter shall be adopted.

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

c) In all cases of ommissions and/or doubts or discrepancies in the dimensions or description of any item or specifications, a reference shall be made to the Executive Engineer, MBMC Bhayandar whose elucidation, elaboration or decision shall be considered as authentic.The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

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

7. WORKING METHODS AND PROGRESS SCHEDUILE:

7.1 PROGRAMME OF WORK

The work is required to be completed within a period of 12 months including the monsoon period. The tentative programme may be as per the Barchart on page No.

7.2 a) METHODOLOGY OF CONSTRUCTION AND CONSTRUCTION EQUIPMENTS

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

In case of slippage from the approved work programme at any stage, the Contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Executive Engineer to the revised programme.

b) CONTRUCTION EQUIPMENT

The Contractor shall be required to give a trial run of the equipments for establishing their capability to achieve the laid down specifications and tolerance to the satisfaction of the City Engineer before commencement of the work. All equipment provided shall be of proven efficiency and, shall be operated and maintained at all times, in a manner acceptable to the Engineer and no equipment or personnel will be removed from site without permission of the Executive Engineer.

c) PROGRESS SCHEDULE

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

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

The Contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress of the schedule. The working and shift hours restricted to one shift a day for operations to be done under the MBMC

Bhayandar supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without the prior approval of the Executive Engineer each times, if requested by the Contractor. The Contractor shall provide necessary lighting arrangements etc. For night work as directed by Executive Engineer without extra cost.

Further the Contractor shall submit the progress report of work- in prescribed form and charts etc. at periodical intervals, as may be, specified by the Engineer in charge. Schedule shall be in the form of progress charts, progress statement and/or reports as may be approved by the Executive Engineer.

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

8. AGENT AND WORK ORDER BOOK

The Contractor shall himself manage the work or engage an authorised all time agent on the work and under standing the specifications and contract conditions. A qualified and experienced, Engineer shall be provided by the Contractor as his agent for technical matter,,,, in case, the Engineer-in-charge considers this is essential for the work- and so directs Contractors. He will take orders as will be given by the Executive Engineer or his representative and shall be responsible for carrying them out, This agent shall not be changed without prior intimation to the Executive Engineer and his representative on the work site. The Contractor shall supply to the Engineer the details of all supervisory and other staff employed by the Contractor and notify changes when made, and satisfy the Engineer regarding the quantity and sufficiency of the staff, thus employed. The Engineer will have the unqestionable right to ask for changes in the quality and number of Contractor's supervisory staff and to order removal from work of any of such staff. The Contractor shall comply with such orders and effect replacements to the satisfaction of the Executive Engineer.

A work order book shall be maintained on site and it shall be the property of the MBMC Bhayandar and the Contractor shall promptly sign orders given therein by the Executive Engineer or his representative and his superior officers and comply with them. The Compliance shall be reported by the contractor to the Executive Engineer in good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the MBMC Bhayandar free of charge for this purpose. The Contractor will be allowed to copy out instructions therein from time to time.

9. CO-ORDINATION

When several agencies for different sub-works of the Project are to work simultaneously on the Project site, there must be full coordination and cooperation between different Contractor to ensure final completion of the whole Project smoothly. The scheduled dates for completion specified in each contract shall therefore, be strictly adhered to. Each Contractor may make his independent arrangement for water, power, housing, etc. if they so desire. On the other hand the Contractors are at liberty to mutual agreement in this behalf and make joint arrangement with the approval of the Engineer. No single Contractor shall take or cause to be taken by steps or action that may cause, disruption, discontent, or disturbance of work, labour or arrangements etc. of other Contractor in the Project localities. Any action by any Contractor which the Engineer in his unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the Contract Conditions and shall be dealt with as such.

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

10 ASSISTANCE IN PROCURING PRIORITIES, PERMITS, ETC.

The Executive Engineer, on a written request by the Contractor, will if in his opinion, the request is reasonable and in the interest of work and is progress, assist the Contractor in securing-the priorities for deliveries transport perm its for controlled materials etc. where such are needed. The MBMC Bhayandar will not, however, be responsible for the non availability of such facilities or delay in this behalf and no claim on account of such failures or delay, in this behalf and no claims on account of such failures or delay, shall be allowed by the MBMC Bhayandar.

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

11 QUARRIES

11.1 No quarries are available with MBMC- Bhayandar. The Contractor (s) shall have to arrange the same himself/them selves.

11.2 Quarrying permission @will have to be directly obtained by the Contractor, from the Collector of the district concerned for which purpose the department will render necessary assistance. All quarry fees, royalty

charges, octroi duties, ground rent for stacking materials, etc. if any to be paid, shall be paid directly by the Contractor as per rules in force. The Contractor will however be entitled to a refund of part of such charges as per admissible under rules as mentioned else where in this contract, after obtaining a certificate from the Engineer-in-charge that the material were required for use on MBMC Bhayandar works.

12 TEMPORARY QUARTERS AND SITE OFFICE

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

12.2 The Contractor shall provide, furnish, maintain and remove on completion of the work, a suitable office on the work- site for the use of Executive Engineer's representative. The covered area exclusive of veranda should not be less than 4000 ft. It may have bamboo matting walls & or asbestos or corrugated iron roof, oaved floor should be 18" above ground level. He should provide a basket type latrine, urinals and keep them clean daily. This will be, supposed to be included in his rate.

13 TREASURE-TROVE

In the event of discovery -by the Contractor or his employees, during the progress of the work of any treasure, fossils, minerals or any other articles of value or interest, the Contractor shall give immediate intimation thereof to the Engineer and Forthwith hand over to the Executive Engineer such treasure of things which shall be property of MBMC Bhayandar.

14 EXPLOSIVES

The Contractors shall at his own expense construct and maintain proper magazine, if such are required for the storage of explosives for use in connection with the work and such magazine being situated, constructed and maintained in accordance With the Government Rules as applicable In that behalf the Contractor, shall at his own expense obtain such license or licenses as may be necessary for string and using explosives. Not withstanding that the location etc. or storage of explosives are approved by the Executive Engineer, the Government *shall* not be incurring any responsibility whaterver in connection with storage and use of explosives on the site or any accident or occurance whatsoever in connection therewith all operation in or for which explosives are employed being at the risk of the contractor and upon his sole responsibility and the Contractor hereby gives to MBMC Bhayandar an absolute indemnity in respect there of.

15 DAMAGE BY FLOODS OR ACCIDENTS

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

16 POLICE PROTECTION

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

17 TRAFFIC REGULATION FOR ROAD WORKS

17-1 Unless, Separately provided, for in the Contract The Contractor shall have to make all necessary arrangements for regulating Traffic, day to night during The period of construction, to the entire satisfaction of the Executive Engineer. This includes the construction and maintenance to diversions, if necessary The Contractor shall have to provide necessary caution boards. Barricades, flags, lights and watchmen etc. so as to comply with the latest Motor Vehicles Rules and Regulation and for traffic safety and he shall be responsible for all claims from accidents which may arise due to his negligence whether "in Regulation the traffic or in stacking material -on the roads or due to any other reasons.

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

47-3 TRAFFIC REGULATION FOR BRIDGES AND C.D. WORKS

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

Taffic, saftey and control shall be as per clause No,. 112.4 of M.O.S.T. specifications for roads and bridges (2nd revision 1990).

18 SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL

18.1 SUPERVISION

The Contractor shall either himself supervise the execution of the works or shall appoint the competent agent approved by the Engineer-in-charge to act on his behalf. If in the opinion of the Engineer-in-charge, the Contractor has himself no sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works the Contractor shall at his own expenses employ as his accredited agent a qualified Engineer approved by the Engineer-in-charge Orders given to the Contractor's agent shall be considered to have the force, as if these had been given to the Contractors himself. If the Contractor fails to appoint suitable agent as direct by the Engineer-in-charge, the Engineer-in-charge shall have full power to suspend the execution of the work- until such date a suitable agent is appointed and the contractor shall be responsible for the delay so caused to the works and the contractor shall not be entitled for any compensation on this behalf.

18.2 The contractor shall inform the Engineer-in-charge in writing when any Portion of the work is ready for, inspection giving him sufficient notice to, enable him to inspect the same Without affected the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of the contractor until the Engineer-in-charge shall have cerified in writing to that effect Approval of materials or workmanship or approval of part of -the work during the progree of execution shall not bind the Engineer-in-charge or in any way affect him even to reject the- work which is alleges to be completed and to suspend the issue of his certificate of completion until such alternation and modifications or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfaction.

19 INITIAL MEASUREMENTS FOR RECORD

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

20 SAMPLES AND TESTING OF MATERIALS

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

a) As.specified.-in- the.specification for the items concerned and/or

b) L.S.L. specification (whichever, and. wherever applicable), or

c) Such recognised specifications acceptable to Engineer-in-charge as equivalent thereto or in absence of such authorised specification..

d) Such requirement test and/or analysis as may be specified by the Engineer-in-charge in order or precedence given below.

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

20.3 The-contractor shall if and when if required submit at his own cost the samples of materials to be tested and analysed and.if, so directed shall not make used of or incorporate in the work any materials represented by the

samples until the required tests, or analysis, have been made and the materials finally accepted by the Engineer-in-charge.

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

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

20. 6 The contractors shall at his own cost set up Laboratory to carry out the routine tests-of materials which are to be used on the work. The tests will have to be carried out either in his filed laboratory or in approved laboratory. In case tests are carried out in filed laboratory, at least 50% tests should be carried out in nearest quality control laboratory of the MBMC Bhayandar.

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

21 **Penalty amount :-**

If the contractor fails to perform any of the contractual obligations, including delays in work execution, poor quality of work, non-compliance with specifications, or failure to adhere to the approved program, the Department shall levy penalty of Rs. 5000 to Rs. 50,000/- per day at the discretion of the Engineer-in-Charge according to quantum and urgency of the work

22 **Monitoring system :-**

The contractor shall establish and maintain an effective monitoring system using GPS, photographic evidence, digital logs, or other approved technological means to identify the potholes and to ensure timely execution including quality control and compliance with all contractual obligations. The system shall include routine inspections, progress reporting, and record-keeping for all activities under the contract.

23 **Non performing clause :-**

If, in the opinion of the Engineer-in-Charge, the contractor fails to perform the work as per the approved programme, specifications, or directions under and as per any tender clause, or if the progress or quality of work is found to be unsatisfactory, such performance shall be treated as non-compliance and penalty shall be levied as per the terms of the contract.

24 **Payment as per availability of fund :-**

Payment to the contractor shall be made strictly subject to the availability of funds with the Mira Bhayandar Municipal Corporation (MBMC). In the event of any delay in the release of funds, the MBMC shall not be held liable for the payment of any interest, compensation, or damages whatsoever. The contractor shall not suspend or slow down the work on account of delayed payment and shall continue to execute the work as per the approved programme and directions of the Engineer-in-Charge. The MBMC reserves the right to release payments in part or in full, depending upon the availability fund.

25 **Termination clause :-**

The MBMC reserves the right to terminate the contract, in whole or in part, at any time by giving a written notice of 7 (seven) days to the contractor, without assigning any reason thereof. Upon such termination, the contractor shall immediately stop all activities, secure the site, and hand over all materials, machineries, and documents pertaining to the work to the MBMC.

26 **No work without barricading & safety measures :-**

Strong Barricades of approved type having reflective strips, cautionary signage, and red warning lights or blinkers for visibility during night hours shall be installed throughout the period of execution until the site is made safe for public use as per the directions of the Engineer-in-Charge, conforming to relevant safety standards. Sufficient numbers of Traffic Wardens shall be deputed during the execution of work until the completion of work.

27 **To assure quality test on site & test report to submit immediately :-**

The contractor shall ensure that all work is carried out in accordance with the approved specifications, standards, and drawings. Necessary tests shall be carried out on site in presence of MBMC representative. Also required laboratory test shall be carried out before and after completion of work by taking material samples in presence of MBMC Representative in MBMC approved laboratory as per the relevant standards (IS, IRC, or as specified) to verify the quality of materials and workmanship and submit all test reports immediately upon

completion of each test to the Engineer-in-Charge.

28 **Accident clause whole responsibility of Contractor :-**

The contractor shall be solely responsible for all accidents, injuries, or damages to persons or property, any pedestrian and vehicles passing by the work area arising out of or during the execution of the work including his own employees, subcontractors, any other staff deployed for the work. The contractor shall bear all costs of compensation, medical treatment, insurance claims, or legal liabilities in accordance with applicable labour laws, statutes, or regulations.

29 **Traffic permission & information :-**

The contractor shall be fully responsible for obtaining all necessary traffic permissions, permits, and clearances from the competent authorities before commencement of any work that may affect vehicular or pedestrian movement. The contractor shall arrange for proper traffic diversion, signage, barricading, and other necessary measures to ensure uninterrupted and safe movement of traffic during execution of work. All arrangements shall comply with the relevant statutory provisions, IRC codes, and local authority regulations.

30 **Coordination committee :-**

A Coordination Committee shall be constituted to oversee, monitor, and facilitate the execution of the contract including review work progress, Address operational issues, disputes, and bottlenecks in execution and recommend corrective actions and ensure timely completion of the project. The committee shall include representatives from the MBMC, the Engineer-in-Charge, and, if required, the contractor.

31 **Damage to other utilities penalty & reimbursement to be done :-**

The contractor shall take due care to avoid any damage to existing utilities such as water supply lines, sewer lines, electrical cables, telecommunication lines, gas pipelines, and other underground or overhead services during execution of work. Before commencing work, the contractor shall identify and mark the location of all existing utilities. In the event of any damage to utilities due to negligence or non-compliance, the contractor shall immediately repair/ rectify the damaged utility in serviceable condition at his own cost. MBMC reserves the right to impose a penalty. The amount of penalty shall be determined by the Engineer-in-Charge based on the severity of damage, cost of repair, and disruption caused.

32 **To arrange labour, material in advance in rainy season must :-**

The contractor shall ensure adequate arrangement of skilled & unskilled labour, all essential materials, tools, and machinery in advance, particularly during the rainy season or any period prone to adverse weather conditions, to avoid delays in execution.

33 **Alternative technology suggested by GOM/ GOI / court then it should be done :-**

In the event that the Government of Maharashtra (GOM), Government of India (GOI), or any competent Court directs the adoption of an alternative technology, methodology, or material for execution of the work, the contractor shall comply with such directives without any delay and shall modify the work methodology, deploy required resources, and implement the alternative technology as per the specifications and guidelines provided by the Engineer-in-Charge or competent authority.

34 CHANGE OF CEMENT CONTENTS ETC.

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

35 MISCLLANEOUS

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

35.2 For providing electrical wiring or water lines etc. recasses shall be provided if necessary through walls, slabs, beams, etc. and later on refilled up with bricks or stone chopping, cement mortae without any extra cost.

35.3 In case it becomes necessary for the due fulfilment of Contract for the contractor to occupy land outside the MBMC Bhayandar limits the contractor will have to make his own arrangement with the land owners and to pay such rents if any are payable as mutually agreed between them. The MBMC Bhayandar Will afford the contractor

all the Reasonable assistance to enable him to obtain MBMC Bhayandar land for such purpose on Usual terms and conditions as per rules of MBMC Bhayandar if such land is available.

35.4 The special, provision, in detailed, specification or working of any item shall retain precedence over corresponding contraradictory provision (if any) in the standard specifications or P. W. D Hand Book where reference to such specifications is given without reproducing the details in contract.

35.5 Suitable separating barricades and enclosures shall be provided to separate material brought by contractor and material issued by MBMC Bhayandar to Contractor tender Schedule 'A' Same applies for the material obtained from different sources of supply.

35.6 The Stacking and storage of construction material at the site shall be in such a manner so as. to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work Suitable precautions shall be taken by the contractor to protect the material against atmospheric actions, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsisdence of soil, such heavy materials shall be stored on approved platforms.

35.7 For road and bridge works the contractor shall in addition to the specification cited here, comply with requiremnents of relevent I.R.C. code practice.

35.8 The contractor shall be responsible for making, goods the damages done to the existing property during construction -by his men.

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

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

35.11 In the Schedule 'B' the work has been divided into sections but not with standing this, every part of it shall be deemed supplementary to *and* complimentary of every other part.

35.12 General directions or detailed description of work, mateials item coverage of rate given in the specification are not necesaary repeated In the Bill of Quantities. Reference is, however, drawn tc the approriate section clause(s) of the General Specifications in accordance with which the work is tc be carried out.

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

35.14 The quantities set down against the item in the Schedule "B" are only.

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

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

35.17 The, recoveries if any due from contractor will be effected as arrears of hand revenue through the collector of the District.

35.18 Clause 101 to 107 of Specifications of road and bridges work adhered herewith will be applicable works as per schedule 'B' unless specified otherwise in the detailed specifications of the releva items.

35.19 All materials used in the construction shall conform to the requirement of specification clause under section 1000 materials for structures of specification of Road and bridge work-. M.O.S.T.' New Delhi. 1990 edition.

35.20 Extraneous materials and steps to minimise dust nuisance during construction shall be as per clause II of M.O.S.T. specifications (SecondEdition 1990)

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

During the execution of work, it is likely that the contractor may meet with telephone cable, electrical cable, 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 cable and pipelines by the contractor shall be made good by him at his cost.

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

a) The Contractor shall provide an adequate supply of portable water for the use of labourers on works and in camps.

b) The Contractor shall construct trenth or semiperment latrines for the use the Labours, Separate latrines shall be provided for men and women.

c) The Contractor shall build sufficient number of huts on a suitable plot of land for use of the labours according to the following specifications.

1 Huts of Bamboos and Grass may be constructed.

2. A, good site not liable to submergence shall be selected on high ground remote from jungle but well provided with neighbourhood of tank, jungle, grass or woods should be particularly avoided. Camps should not be established close to large cuttig of earth work.

3. The lines of huts shall have open spaces of at least ten yards between rows, when a good Natural site cannot be procured particularly attention should be given to the drainage.

4. There should be over crowding, Floor space at the rate -of 30 Sq.;Ft per head shall be provided Care should be taken to see that the huts are kept clean and in good order.

5. The Contractor must find his own land and if he wants MBMC Bhayandar he, should apply for it and pay assessment for it if made available by MBMC Bhayandar.

6. The Contractor shall construct a sufficent number of bathing places. Washing places should also be provided for the purpose of washing clothes.

7. The Contractor shall construct a sufficient arrangements for draining away the surface and sew-age water as well as water from the bathing and washing places and shall, dispose.off this waste in. such a way as not to cause any nuisance.

d) The Contractor shall engage a medical officer with a travelling dispensary for a camp containing 500 or more persons if there is no Government or other private dispensary situated within 8 kilometered from the camp. In case of emergency the Contractor shall arrange at his own cost for transport for quick medical help to his sick worker.

e) The Contractor shall provided the necessary staff for affecting a satisfactory drainage system and cleanlines of the camp to the satisfaction of the Engineer At least one sweeper.per 200 person should:be engaged.

f) The assistant Director of Public Health shall be consulted before opening a labour camp and his instruction on matters such as water supply, sanitary conveniences, the camp site accommodation and food supply shall be formed by the Contractor.

g) The Contractor shall make arrangements for all antimalaria-measures to be provided for the labours employed on the work. The antimalaria measures shall be provided as directed by the Assistant Director of public health.

h) The Contractor shall take necessary permission from Computan Authority and shall pay necessary Government Duty & Taxes etc.

38 SAFETY CODE

Safety Precautions :- The Contractor shall submit, within 14 days of signing of agreement the proposed Safety plan for approval by the Employer's Representative / MBMC. Such Safety plan shall be developed to ensure Zero fatal accidents and Zero hazardous incidents / occurrences in all construction Works, and during operations and maintenance to the facilities. The Employers Representative shall scrutinize, modify if required and approve such proposed safety plan in consultation with the contractor, within 14 days of submission by the contractor . if the employers representative does not give its approval or objection within the stated period. The Safety plan shall be deemed to be accepted. Nevertheless any approval by the Employers Representative or failure to object to the proposed Safety plan. Will not relieve the contractor of any of its obligations or responsibility under the contract.

Suitable scaffolds shall be provided for workmen for all workmen that cannot safety be done fom the ground or from solid construction except such short period works as can be done safely from ladders. When ladder is used an extra labours shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steper- than I to 7 (I horizontal and 4 vertical).

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

Working platform gangways, and stairways shall be so constructed that they do so sag unduly or is more than 3.25 m above ground level or floor level, it shall be closely boarded, have adequate Width and suitably fenced as described in 2 above.

Every opening In floor of the building or in a Working platform shall be provided with suitable protection to prevent fall of persons or material by providing suitable fencing or railing with minimum height of 1 meter,

Safe means of access shall be.providied to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 in in length, width between side rails in a hung ladder shall in no case less than 30 cms for ladders upto and including 3 m. in length. For longer ladder this width shall be increased at least 6 mm for each additional 30 cms of length. Uniform step spacing shall bot-exceed 30cms.

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

EXCAVATION AND-TRENCHIN6

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

DEMOLITION

Before any demolition work is Commenced and also during the, processor the work.

a) All roads and open areas adjacent to the work- site shall either be closed or suitably protected.

b) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by operator shall remain elecrically charged.

c) All practical steps, shall be taken to prevent danger to person employed, from risk or Fire explosion or holding. No floor, roof or other Part of a building shall be so overloaded with debris of materials as to render it unsafe.

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

a) Workers, employed on mixing asphaltic materials cement and time mortars concrete shall be provided with protective footwear and protective goggles.

b) Those engaged in handling any materials which is injurious to eyes shall be provided with protective goggles.

c) Those engaged in handling any works shall be provided ‘With welders protetive eyes hicids.

d) Stone breakers shall be provided with protection goggles and protective clothing and seated at sufficiently safe intenals.

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

f) The contractor shall not employ, men below the age of 18 and women on the work of painting with, products containing lead in any form wherever men above the age of 1 8 are employed on the work of lead painting the following precautions shall he taken.

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

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

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

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

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

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

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

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

c) Incase of every hoisting machine and of every chain ring hook. Shackle owne and pulley block used in hoisting or lowering or as means of suspension safe working load shall be ascertained by adequate means. Every hosting machines and all gear refered to above shall be mainly marked with safe working loads. In case of hoisting machine having a variable safe working load, and the conditions under which it is applicable shall be clearly indicated No part

of any machine or of gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

d) In case of departmental machine safe working load shall be notified by the Enginer-in-charge.. As regards contractor's machine the contractor's shall moify safe working load of each machine to the Engineer in-chargre whenenever he brings, it to site of work and get it verified by the Engineer-in-charge.

Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load. Adequate precaution shall be taken to reduce to the minimum the risk of any of a suspended-load becoming accidentally displaced, when work are employed. On electrical installations, which are already energised insulating materials wearing approved such as glove, sleeved and coats as may be *necessary* shall be provided. Workers shall nor wear any rings, watches and carry keys or other materials which are good conductors of electricity.

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

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

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

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

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

37 SCOPE OF RATES FOR DIFFERENT ITEMS OF WORK.:

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

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

i) General works such as setting out, clearance of site before setting out and clearance of works after completion.

ii) A detailed programme for the construction and completion of works (using CPM/PERT techniques) giving in addition, to construction activities, detailed network activities for the submission and approval of materials, procurement of critical materials and,equipment, fabricatian of special products equipments and their installations and testing and for all activities of the employer that are likely to effect the progress of the work, etc. inlcuding updating of all such activities on the basis of the decisions taken at the periodic site review meeting or as Directed by the Engineers

iii) Samples of various materials proposed to be used on the work for conducting tests thereon as required as per the provision of the contract.

iv) Design of mixes as per relevant clauses of the- specifications giving proportions of ingredients, sources of aggregates and binder along with accompanying trial mixes as per the relevent clauses of these specifications to be submitted to the Engineer for his approval before use of the works.

v) Detailed design calculations and drawings for all temporary works (such as form work, staging, centering, specialised constructional handling and launching equipment and the like)

vi) Detailed drawing for templated, support and end anchorage, details for prestreeing cable profilies, barbending and cutting schedule for reinforcement material for fabrication of structural steel etc.

vii) Mill test reports for all mild and high tensile steel and cast steel as.per the relevant provisions of the specifications.

viii) Testing of various finished items and materials including bitumen, cement concrete bearings as required under these specifications and furnishing test report/certificates these specifications and furnishing test report/certificates.

ix) Inspections Reports in respect of form work, staging reinforcement and other items of works as per the relevent specifications.

x) Any other data which may be required as per these specifications or the conditions of contract or any other annexures/schedules forming part of the contract.

xi) Any other item of work which is not specifically provided in the Bill of Quantities, but which is necessary for complying with the provision of the contract and

xil) All temporary works, form work and false works.

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

38. PAYMENTS

A) Running Bills :

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

B) Final Bill

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

39. HANDLING OVER OF WORK

All the work and materials before finally taken over, by MBMC, Bhayandar will be the entire liability of the contractor for guarding Maintaining and making good any magnitude Interim payments made for such work will not alter this position. The handing over by the contractor and taking over by the Executive Engineer or his authorized representative will be always in writing of which copies will go to the Executive Engineer or his authorized representative and the. contractor, it is However understood that before taking over such work MBMC Bhayandar will not put into regular use as distinct from causal, or incidental one. Except as specifically mentioned elsewhere in this contract, or as mutually agree to.

40. Stone shall be in black colour only, and as per relevant IS. The stone quarry will be verified by Deputy Engineer / Executive Engineer

41. M. B. M. C. shall not provide land for temporary Labour hut.

42. Contract shall rectify any defects, arise in work within defect Liability period without any extra cost.

43. No advance payment shall be made against supply of material at site.

44. No octroi exemption for any material.

45. For concreting work, contractor should use the cement of L & T, Ambuja, Vasuvdutta, Birla, Narmada, ACC, CCI. company.

46. Excavation material shall be disposed in MBMC plot area as per the instructions of Deputy Engineer / Executive Engineer If the excavated material / soil lifted by other private dumper / owner and disposed to other sides than the cost of material / soil will be deducted from contractors bill.

47. Contract shall provide indication board regarding “Go Slow work In progress” by its own cost.

48. The work should be completed within the stipulated period unless there is reason appealing to M.B.M.C. If the reason are not convincing, M.B.M.C. will levy a compensation of 0.10 % of Estimated Cost per day. The decision of M.B.M.C. will be final and binding to the contractor.

49. The contractor will work as per the detailed specifications.

50. Total security deposit for the work will be 5% of the Estimated cost. The EMD paid can be converted into security Deposit by the successful bidder.

51. In case extra item crops, up the contractor will have to execute it, the rate will be as per the current

schedule of the rate for the year during which the extra item crops up.

52. The quantities in the estimate are approximately. If the addition or subtraction in quantities, in accordance with that, contractor should complete the work.

53. The corporation has reserve the rights the work of any quantity of item less or above as per requirement. If the necessity, the extension will be allowed by approval of Executive Engineer.

54. No advance on any material will be given to the contractor.

55. Bill as per the Running Account bill prepared and recorded on measurement book by the Engineer will be paid.

56. As per government resolution dated on 19/08/2017 GST Tax will be deducted from Contractors Bill.

57. Any excess payment made to the contractor during any of the bills will be returned back immediately to M.B.M.C. if the same is pointed out by the internal or Government Auditor.

58. After sanctioning the work, MBMC will issue the letter to contractor in writing to deposit amount of Security deposit, Stamp fee, Additional security deposit and agreement with MBMC. If above procedure is not completed by the tenderer within 7 days, the tender will be treated as cancelled and the EMD will be forfeited; also the digital signature will be locked for further tendering.

59. If the contractor found faulty in work, then he will be liable for any action as per Govt. of Maharashtra's Resolution No. संकीर्ण/05/06/प्र.क्र.53/इमा-2, मंत्रालय, मुंबई- 400 032, दि.28 सप्टेंबर 2006

60. M.B.M.C. holds the right to stop the work temporarily for the special reasons. The contractor will have no right to claim for the same. However, contractor will be given suitable extension of time limit for the completion of work.

61. During excavation the contractor will have to pay the road cutting charges etc. However any damage to the water supply pipeline, drainage line, gutters, cables, gas pipe line etc. will be responsibility of the contractor. Contractor should have mandatory to deposit the compensation to the respective department; Otherwise same will be deducted from contractor bill and will be deposited to that department.

62. There should be no work during the holidays. All work must be carried out by the contractor during the presence of the site Engineer Strictly Required.

63. All Government dues will be deducted from the bills of the contractor as per the directions of Government from time to time.

64. No worker will be allowed below 18 year

65. Labour Insurance of Government, contract labour, labour commissioner to enter the register by contractor and required facility and minimum wages of labour to be provided.

66. In case the contractor wishes, he may authorize the person from his side to sign measurement books, accept the cheques or for the letter of correspondence. No other person will be entertained by the staff of M.B.M.C. for the above work.

67. In case of any dispute regarding cancellation of agreement, or any other dispute etc. the Commissioner MBMC will be the final authority and this will be binding on the contractor.

68. It is necessary to provide site office, Telephone set, levels and testing laboratory for the works costing work than Rs. 50.00 Lac.

69. Excavated surplus material shall be transport in reservation plot or DP Road as per instruction of Deputy/Executive Engineer at free of cost.

70. Contractor should take photo at beginning of work, at the time of each running bill and after completion of work and submitted to MBMC.

71. As per the nomes of revenue department, royalty charges should be deposited to revenue department.

72. Contract Labor (Regulation & Abolition) Act 1970 :-

73. (a) The Act provides for certain welfare measures to be provided by the Contractor to contract labor and in case the Contactor fails to provide, the same are required to be provided, by the Principal Employer by Law. The expenses incurred by principal employes in case of failure of contractor to provide welfare measures to contract labour then the Principal Employer shall recover the said expenses from contractor. It is responsibility of contractor to reimburse the said expenses to corporation. In case contractor fails to reimburse the said expenses the corporation may recover the same by deducting from contract amount. The principal employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

74. (b) The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measure, such as Canteens, First – Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

75. The contractor shall pay the welfare cess levied by Executive Engineer (assessing officers) P.W.D as per the provisions of building and other constructions works, welfare cess rules 1998 and as per the circular issued by state government time to time (Industries, Energy and Labor Department Govt. Circular No – BCA 12007 / Pra. Kra 788 / Kamgar 7, Mantralay, Mumbai – 400032 Date – 31 April 2008.)

76. The contractor hereby agreed to pay the require stamp duty as per the provision of bombay stamp act 1958 on the agreement to be executed between the parties. The contractor also hereby agreed to the register the agreement as per the registration act.

77. A Sign Board should be displayed by the Contractor on the site at both ends having following information.

i)Name of Work ii) Name of Contractor iii) Total Cost of Work iv) Time Period and Last Date Of Contract

78. If the contractor found faulty on one of the following occasion such as-

For not completing the work in stipulated time limit,

i) The work is of bad quality,
ii) Stopping of work,
iii) Any action on work causing hindrance to citizens and residents,
iv) Creating to hindrance to traffic,
v) Breaking of service cables and pipelines, etc
vi) Not behaving properly with public representatives and citizens.

79. Contractor will not be liable for any tender of MBMC in future. In such cases the Hon' Commissioner will take one or all the actions listed below

Cancellation of work

1. Cancellation of digital signature
2. Imposing fine other than fine impose for slow progress
3. Restricting to participate in any tendering process of MBMC

80. The period of bank guarantee of security deposit will remain the time period of contract plus defect liability period of work. The period of bank guarantee of Additional Security Deposit will remain up to the time period of contract. If extension of work is granted then contractor should submit the extended bank guarantee.

81. Contractor should use RMC for concreting work.

82. Security deposit will be paid back to the contractor after 03 year of completion of the work. The

contractor will rectify or repair the work if damaged during this period, if contractor fails to rectify the damaged work within this period, the same will be got executed at the risk and cost of the contractor.

83. Payment of Works Will be made as per the technical audit report of third party appointed by MBMC. (if the work of audit is allotted to third party)

84. Without the written approval from Competent Authority, contractor should not execute any item of work beyond the scope of tender items and any items executed exceeding quantity as mentioned in Original tender will be liable to non payment to the contractor. The contractor should take prior approval before the execution of work.

85. Contractor will be paid as per actual quantity executed at site of work with respect to specification, Tender terms & conditions and depending on availability of fund with MBMC, accordingly contractor payment will be made for any delay regards to preparation of bills and issue of cheque, no interest will be paid to contractors by MBMC.

86. Contractor is supposed to pay all the expenditure like zerox etc. required to be incurred related to preparation of Bill.

87. Contractor have to submit Government Insurance. Otherwise Penalty will be deducted from the bills.

88. The Technical Bid of Tender will be open in the presence of Tenderers/ their Authorized Representative.

89. In Re-Tendering process, the Tenderer/ Bidder who had submitted bid in the Original Tender, will be eligible to resubmit the bid and the said bidder is not require to deposit the new Tender Form Fees and the amount towards Earnest Money Deposit. Provided that the said tenderer/ bidder has to submit the receipt of previous Tender Form Fee & Earnest Money Deposit along with the new tender.

90. The earnest money shall be forfeited on the following grounds :-
    a. On withdrawal of tender at any time before the final acceptance of tender or
    b. On refusal to enter into contract by the contractor or
    c. If the work is not commenced after the work is awarded to a contractor)

91. Hon. Commissioner, MBMC Shall be the Appellate authority for the tenders who are blocked for e-tendering in MBMC.

92. Tenderer who fail to submit security deposit and signing the contract agreement within 7 days from acceptance of the bid ; tender shall be cancelled and the tenders shall be blocked for further e-tendering process.

93. List of Supervisors, Engineers and responsible personnel with their address , mobile numbers along with their rights of work and power of Attorney is to be produced

94. For Bids invited by the Executive Engineer for all repair works; in case any Materials are required by approved rate for carrying out repair works, a separate work order shall be issued based on approved sanctioned rates. The work shall be strictly executed as per the work order and Estimate

95. The Contractor shall depute his own manpower for the regular safe keep and security of the material / property in the allotted prabhag samiti area allotted to him. In case any repair works are to be carried out, the contractor shall immediately contact and inform the concerned Supervisor, Sectional / Junior Engineer, Deputy Engineer, Executive Engineer and obtain the necessary approval / permission and commence the work immediately.

96. The Corporation shall not be responsible for work carried out by the contractor at a cost exceeding the basic estimated cost. No extra payment for the same shall be made to the contractor.

97. The work shall be stopped in case proper barricading and other necessary safety precautions are not provided at the work site. Necessary ‘Work in Progress’ signage shall also be displayed at site.

98. Before the commencement of work, it is mandatory to display the hoarding furnishing the Details of

Work in the specified format.

99. All the works as mentioned in the estimate / BOQ shall be carried out only on approval / permission granted by the concerned Sectional / Junior Engineer / Deputy Engineer. Works shall not be executed at all.

100. It is mandatory to commence the work within seven (7) days of issuing the work order. Otherwise, penalty shall be levied on per day basis .

101. Upon receiving the work order for Gutter repairs, new Gutter, Nallas, roads etc. the contractor shall commence the work only on receiving the proper marking and alignment from the Executive Engineer

102. Before executing the works of Gutter and Nallas repairs, the contractor shall necessarily take and furnish photographs of the existing Gutter / Nalla to the Executive Engineer.

103. The Proprietor / Partner / Managing Director / Sister Concern / Associate Company, Black listed, delisted or put on holiday by any institutional agencies. Govt. Dept/ Public Sector undertaking will not be considered and stand debar in tender process of MBMC.

104. Work order against the tender shall be issued based on estimates prepared from time to time at accepted rates. Similarly, payment shall be released based on budget provision made by the accounts department.

105. Contractors have to check & Certify from Sectional / junior Engineer of each & every items of tendered work execution of Soling, PCC, Concreting of all types, WBM, Grouting, Asphalting work etc. before execution Or else work has been executed without prior approval will be considered as unapproved same work directed to be reiterate again.

106. 1) As per Government Circular No. CAT / 2017 / S.No. 08 / IMA-2, Mantralaya, Mumbai 400 032 dated 26/11/2018 for envelope no. - 1 and envelope no. 2, The Additional Minimum Performance Security Deposit DD (L-1) should be submitted to the concerned Executive Engineer within eight days after opening of bid This eight-day period will not be relaxed for any reason.

2) If first minimum bid (L-1) has not paid the Additional Performance Security Deposit within the above period, The bidders for the second minimum bid (L-2) will be asked in writing and if the bidders (L-2) are willing to work at a lower rate than (L-1), the tender will be approved.

If the bid is less than 15%, it will be mandatory to submit double the amount for the remaining amount by DD.

E.g. The following analysis for 19% lower rate : -

Bid up to 10% below rate = 1%

And Bids up to 15% below rate = (15%-10% = 5%)

Also for 19% below rate = (19%-15%= 4%) = for 4% (4 x 2 =) 8%

Total (1 + 5 + 8) = 14%)

107. Hard copy of Envelop No. 1 of the same tender shall be submitted in office Executive Engineer within 72 hours after submission of online tender.

108. The work shall be supervised by the consultants/their engineers appointed by Mira Bhayandar Municipal Corporation. Materials required for the work shall be selected by the consultant and the Executive Engineer. Procurement of the material without prior approval shall not be allowed.

109. Contractor must prepare Bar Chart showing all activities and get approval before starting the work. The same Bar Chart shall be followed for the work. Contractor should get checked all ongoing activity at each stage from consultant and Sectional / Junior Engineer of Mira Bhayandar Municipal Corporation and no work shall be allowed to take up without prior permission. Mira Bhayandar Municipal Corporation shall not take any responsibility of the work carried out without permission.

110. Work shall be carried out as per the Construction Methodology of Municipal Corporation and all the

activities shall be carried out as per the instructions regarding methodology given by the consultant and Municipal Engineer time to time.

111. Contractor to prepare Running account/Final Bill of completed work and shall submit the same to the consultant. Consultant shall check the bill submitted by the contractor and recommend the certified work done along with the measurements and quantities as per the rules and regulations to the Corporation.

112. As per the Government Notification GR NO. CAT/2018/प्र.क्र.127/ इमारती-02 Dated: 28.11.2018, and

GR NO. CAT/2022/प्र.क्र.50/ इमारती-02 Dated: 11/05/2022

Affidavit on stamp paper of Rs.100/- stating authenticity of the documents enclosed/uploaded while submission of the tender to be enclosed in envelope no.1 (as per Annexure-1). Contractor shall be fully responsible if it is noticed after the opening of the tender that the documents enclosed in the tender are not Authentic. The officers of the department scrutinizing the tender documents will not be responsible. After opening the envelope no.1, if any of the documents attached/uploaded by the contractor are found to be false, the said contractors tender shall be disqualified without opening the envelope no.2. If the concerned contractor is registered, the procedure for blacklisting shall be submitted to the government. A notice shall be given as an opportunity to the contractor to explain and after considering and verifying his explanation, the proposal for blacklisting shall be submitted to the government. If the contractor is not registered, a caveat shall be filed in the court and after giving 15 days' notice to the contractor, after getting the contractor's reply the proposal shall be submitted to the government to blacklist the contractor after scrutiny.

Before or during the procedure of accepting of tender, At the time of issuing of the work order or tender period, during the Defect liability period, correspondence, during payment, if any documents are found to be false, proceedings to file criminal case against the contractor shall be initiated immediately. The concerned contractor then his digital signature will be also locked and will be prohibited for tendering of MBMC.

113. Contractor shall time to time make available all challans and other required details of the materials brought to the site to the consultant and Municipal Corporation.

114. All the material required for the work shall be tested in the pre decided laboratory and submit valid Test report. All the work shall be carried out with the approval of the consultant

115. Contractor must submit the bond stating the 7 Years guarantee for waterproofing work.

116. Consultant and Municipal Engineers shall visit the RMC plant proposed for the work. Machineries at Plant, Laboratory, material and certification of the plant shall be checked. After review of the same, procedure shall be set to receive the desired grade and quality of the concrete for the work. It shall be mandatory to use the concrete at site within 2 hrs. Inferior quality of concrete shall not be used at site. Consultant and Municipal Engineers should personally take samples for checking and verify quality of the concrete time to time.

117. Defect Liability Period shall be As per the Government Notification GR NO. संकिर्ण-

2018/प्र.क्र.151/इमारती-02 Dated: 14.01.2019, All other points mention in the GR are applicable.

Sr. No.	Type of Construction	Defect liability period
	a) Buildings	
1.	Main constructi n	

	1.1) R.C. . frame construction	10 Years
	1.2) Load e ring constructi n	10 Years
	1.3) Water prevention works	7 Years
2.	Repairs	
	2.1) Specified / Capital repair (SDR/CTR)	5 Years
	2.2) Special repairs	2 Years
	2.3) Minor repairs (Current repairs)	1 Year
	b) Roads	
1.	Asphalting / Flexible pavement	
	1.1) Construction as per provision and design	5 Years
	1.2) Strengthening / Minimum two layers in full length – MPM / BM	3 Years
	1.3) One layer of DBM followed by B.C. / O.G.C. layer or construction of 1st stage as per design (stage construction)	3 Years
	1.4) Asphalt resurfacing – 1 layer in full length	2 Years
	1.5) Patchworks by MPM / BM / 1 layer of DBM and 1 layer of B.C. / O.G.C. in full length	2 Years
2.	Concretization / Rigid pavement	
	2.1) 30 cm or more thick as per design	10 Years
	2.2) Un-designed pathways, internal village road and other roads	3 Years
	2.3) Works done using concrete paver blocks.	5 Years
3	Metaling of roads	1 Year
4	Minor road repairs	1 Year
	4.1) Filling pot holes with asphalt, lime painting	(December to June) Upto upcoming monsoon
	4.2) Fixing boards as per I.R.C. standard	5 Years
	4.3) Road marking and other thermoplastics paints	3 Years
	Bridge and Culvert	
1	Main Construction	
	1.1) Construction of bridge	20 Years
	1.2) Slab drain and pipe culverts	10 Years
	1.3) Concrete built up gutter	10 Years
2	Repairs	
	2.1) Special repairs – Replacement of bearings, replacement of expansion joints, reconstruction of parapet wall, installation of pipe railing, jacketing of pier / abutment etc.	5 Years
	2.2) Wearing course on bridge	5 Years
	2.3) Painting of bridge with epoxy paint and similar repairs	3 Years

Contractor No. of Corrections Executive Engineer
MBMC

After completion of the work, Deputy Engineer shall inspect the work two times in a year (preferably before and after Monsoon). Deficiencies in work shall be scrutinized during the defect liability period. If the deficiencies found are beyond the scope of repair / if the complete work needs to be done afresh, then the work should be done afresh within three months after giving instructions to the contractor for re-construction. If any dispute arises in this matter, a report should be submitted to the Executive / City Engineer and the decision of the Executive / City Engineer shall be final and binding on the contractor.

118. Contractor to prepare and submit Mix Design of the concrete required for the work to the consultant. Consultant shall review and get the approval of Municipal Corporation and contractor to work as per the approved Mix Design.

119. It is mandatory for the contractor to carry out all the site activities with the permission and in the presence of the consultant. Municipal Corporation shall not take any responsibility of the work carried out without permission.

120. Work orders will be issued from time to time at the approved rate

121. Corporation shall not take any responsibility for the extra work done other than mentioned in the sanctioned tender.

122. As per Clause No. 5.5 of Government Notification CAT/2017/प्र.क्र.08/ इमारती-02 Dated: 27/09/2018, condition of ownership of Hotmix Plant / Batchmix plant/ machinery have been omitted from the tender conditions for works upto 1.5 Cr. And works for Educated Unemployed. This is now revised as per the Government Notification CAT/2022/प्र.क्र.50/ इमारती-02 Dated: 11/05/2022 from works upto 1.5 Cr. To works of Asphalting of roads, Bridges and Buildings upto Rs. 50 Lacs.

123. Works cannot stop in monsoon Season.

124. Ward wise Engineer / Supervisor needs to be appointed and the list for the same shall be submitted

125. With reference to GR No. सी.ए.टी-2017/प्र.क्र. - 8/ इमा - 2 dated 29.01.2019 the following changes are incorporated Regarding the Government Circular dated 27-09-2018, the discrepancies in the provisions laid down in para 4.3 and 4.4 of the same are hereby clarified as follows — as per para 4.3 At the time of first call if only two qualifying bids are received, as per Rule, the Envelope 2 (Financial Bid) may be opened and further necessary procedures should be followed. At the First Call it is not mandatory that 3 bids should qualify among the bids received.

126. All the Materials required for the work shall be tested in the MBMC approved laboratory M/s. Renuka Consultant and submit testing report to corporation. All the work shall be carried out with the approval of the consultant.

127. Measurements of potholes in ward will have to be submitted on daily basis to the Corporation

128. The rate quoted by Bidder shall be consider as total rates of all items.

129. During the tender process before issuing the work order if the contractor is blacklisted from any of the Government or non Government organization / Department etc., then is tender shall be rejected.

130. After the verification of the technical envelope, if the eligible contractor informs about not opening his financial bid or intends to withdraw from the competition, it should be denied and his financial bid should be opened.

131. The Granite slab should be fixed at contractor's own expenses as per the policy of Municipal corporation.

132. With reference to GR No. सी.ए.टी-२०१७/प्र.क्र. - ८/ इमा - २ dated 29.01.2019 the following changes are incorporated

1. Regarding the Government Circular dated 27-09-2018, the discrepancies in the provisions laid down in para 4.3 and 4.4 of the same are hereby clarified as follows — as per para 4.3 At the time of first call if only two qualifying bids are received, as per Rule, the Envelope 2 (Financial Bid) may be opened and further necessary procedures should be followed. At the First Call it is not mandatory that 3 bids should qualify among the bids received.
2. After the bid is submitted by the bidders i.e. after Bid Lock, the Contractor gives in writing to the Tender Committee / Concern Department that — when opening the Technical Bid, contractor's Envelope 2 (Financial bid) should not be opened. However, as per Government Circular Envelope 2 (Financial bid) of the Contractor shall be opened and after opening the Financial bid if the Contractor is declared as qualified (successful), necessary action shall be undertaken regarding issuing Work commencement Order. In case the contractor shows his inability to execute the work, his security deposit shall be forfeited and the contractor shall be restricted from participating in any bidding process of regional department for a period of one year

133. GR No. सी.ए.टी-२०२२/प्र.क्र. - ५०/ इमा - २ dated 11/05/2022 and As per GR dated. 17/09/2019, Condition of Bid Capacity shall be included for the works more than Rs. 3 lacs and now as per GR dated.11/05/2022 condition of Bid capacity shall be include for the works more than Rs.30 lacs. If contractor have taken 3 or more works in the same financial then bid capacity clause is applicable for the works there after. To ascertain this, contractor must enclosed the documents related to all the works taken up in the same financial year

134. The said cement concrete road works are being done from the loan fund. Payments for the said work will be made as per available of load fund and third party inspection report, material testing and necessary approvals. In case of delay in payment of the said work, no interest and price increase can be demanded.

135. The Contractor will be provided by corporation the copy of permission letter given to various Agencies like M/s Aadani Electricity Mumbai Ltd , Tata Power co.ltd, Mahanagar Gas Ltd, Jio digital fiber ltd, Vodafone / Idea , Bharti Airtel, cloud extel, MTNL, Microscan computer, Tata communication, Revmax Infrastructre etc. of digging the roads. After completion of work by various agencies, the contractor should start within 3 days . After refilling the trench by concerned agency and subsequently complete the work of macadam

136. The estimates as per actual requirement will be prepare as per approved tender rates and work order will be given time to time and the same work shall have to be completed immediately.

137. The Contractor himself, after visiting the site, shall submit daily report to corporation of Excavated trench places & road repairs. Pot holes developed during rain shall be filled by metals and no macadam shall done unless Permitted by department. The pot hole shall have to be maintained by metalling till permission for macadam is given. The measurement of WBM work will be done after satisfactorily completion of the work

138. The pot holes occurred due to rain as well as due to some repair work shall be excavated for patching in square or rectangular shape. After that metaling and spreading grit power with proper rolling and immediate macadam shall done.

139. The successful tenderer shall abide the directions / order passed by the Hon'ble High court of Mumbai in SUO MOTO PUBLIC INTEREST LITIGATION No. 71/2013 and shall ensure to maintain the requisite standards as well as the compliance of the mechanism provided for the redressal of the complaints received about the poor conditions of streets.

140. Before commencing asphalting, the bidder shall conduct the testing of Bitumen, check the temperature by their instrument at the site in front of representative of MBMC.

141. Contractor should take photo at beginning of work, at the time of each running bill and after completion of work and submitted to MBMC.

142. The Contractor should have the capacity of carrying out the road repairs using state-of-the-art technology and complete the work at least possible time.

143. No Joint Venture / No consortium would be allowed.

144. Defect liability period is 03 Year after repair / construction of road.

145. Contractor shall collect the copy of such road repair permission and information of the road being excavated from municipal water Supply Department, Sewerage Department and carryout the road repairs immediately under supervision of Sectional / Junior Engineer and separate record to be maintained.

146. Contractor should be responsible for immediately repairs of road in monsoon and keep free from traffic conjunction. Measurements and information of day to day work should be taken under control of Sectional / Junior Engineer.

147. The tender is called based the rates without GST. GST shall be payable on the accepted contract value.

148. **Appointment & Authority of Consultant/PMC**

The Mira Bhayandar Municipal Corporation (MBC) has appointed a Consultant/Project Management Consultant (PMC) for the subject work. The said Consultant/FMC shall act as MBMC's Authorized Representative / Engincer-in-Charge for supervaton, monitoring, measurements, quality control certification, and contract administration

149. **Binding Nature of PMC Correspondence**

All letters, notices, instructions, directions, submissions, clarifications, observations, approvals, or communications issued by the Consultant/PMC in connection with the work shall be deemed to have been issued by MBMC itself and shall be binding on the Contractor

No separate or additional approval from MBMC shall be required unless specifically stated

150. **BOQ Quantity Monitoring**

The Consultant/PMC shall maintain a complete and continuous record of BOQ quantities, executed quantities, and measurements during the execution of the work

The Contractor shall also maintain independent and up-to-date records of quantity consumption and execution, which shall be produced whenever demanded

151. **Responsibility for Excess Quantities**

Any execution or consumption of quantities in excess of the tendered BOQ quantities shall be entirely at the risk and responsibility of the Contractor

The Consultant/PMC or MBMC shall not be held responsible for any excess quantity executed without due approval

152. **Approval for Excess Quantity/Deviations**

No item shall be executed beyond the sanctioned BOQ quantity without prior written approval of MBMC, routed through the Consultant/PMC

Any excess quantity executed without prior written approval shall

- Not be measured
- Not be certified
- Not be paid

and shall be liable for recovery, dismantling, or rejection at the Contractor's cost

153. **Measurements & Certification**

All measurements shall be recorded by or under the supervision of the Consultant/PMC

Measurements, quantity statements, and certifications prepared by the Consultant/PMC shall be final and

binding, subject to MBMC's approval

154. **Quality Control & Rejection of Work**

The Consultant/PMC shall have full authority to:

- Inspect the work at any stage
- Order tests of materials or workmanship
- Reject substandard or defective work
- Direct rectification, dismantling, or re-execution

All such work shall be rectified at the Contractor's cost, without entitlement to time extension or compensation.

155. **Compliance with Drawings & instructions**

The Contractor shall execute the work strictly as per

- Approved drawings
- Specifications
- instructions issued by the Consultant/PMC

No deviation shall be carried out without written approval of MBMC through the Consultant/PMC

156. **Progress Monitoring & Reporting**

The Consultant/PMC shall monitor physical and financial progress of the work

The Contractor shall submit progress reports, bar charts, CPM schedules, and deployment statements in the format and frequency prescribed by the Consultant/PMC

157. **Inspection & Approval of Concreting Works**

All concreting works, including but not limited to PCC, RCC, foundations, columns, beams, slabs, retaining walls, and any structural concrete, shall be checked, inspected, and approved by the Consultant/PMC and/or MBMC-appointed RCC Consultant prior to and during execution

The Contractor shall

Intimate the Consultant/PMC in advance before commencement of any concreting activity

Arrange inspection at all required stages

Obtain clearance before proceeding with concreting

Any concreting work carried out without inspection and approval of the Consultant/PMC and/or RCC Consultant shall be considered unauthorized and shall be liable for rejection, core cutting, testing, dismantling, or re-execution at the Contractor's cost, without entitlement to any extra payment or time extension

Ensuring inspection, approval, quality, workmanship, and compliance of all concreting works shall be the sole responsibility of the Contractor

158. **Delay, Penalty & Liquidated Damages**

Assessment of delay and recommendations regarding.

- Levy of penalties
- Liquidated damages
- Reduction or rescheduling of scope

made by the Consultant/PMC shall be binding on the Contractor, subject to MBMC's final decision

159. **No Claim for Extras / Site Conditions**

The Contractor shall not be entitled to any claim for

- Excess quantities
- Extra items
- Changes due to site conditions

- Idle labour or machinery.

unless expressly approved in writing by MBMC through the Consultant/PMC

160. **Approval of Special Materials, Items & Vendors**

All special materials, proprietary items, finishes, fixtures, fittings, equipment, and any other specified or non-specified materials proposed to be used for the work shall be got approved in writing from the Consultant/PMC and MBMC prior to procurement and use at site.

The Contractor shall submit:

- Material specifications
- Samples
- Test certificates
- Make/brand details
- Technical data sheets

as required by the Consultant/PMC for approval.

Further, for execution of specialized works, the Contractor shall engage qualified, experienced, and approved vendors/agencies having proven track record in similar works Details of such vendors, including credentials and past experience, shall be submitted to the Consultant/PMC for approval before commencement of the respective work

Use of any material or engagement of any vendor without prior approval of the Consultant/PMC and MBMC shall be treated as unauthorized, and such material/work shall be liable for rejection, removal, and replacement at the Contractor's cost, without any financial compensation or time extension.

161. **No Waiver of Responsibility**

Any inspection, approval, certification, or payment shall not relieve the Contractor of responsibility for

- Defective work
- Deviations
- Contractual obligations

162. **Availability & Control of Drawings at Site**

The Contractor shall ensure that latest approved drawings are available at site at all times during execution of the work.

Execution of work shall be carried out only as per the latest approved revision of drawings issued by MBMC/Consultant/PMC

Any work executed based on outdated, superseded, or incorrect drawings shall be entirely at the risk and responsibility of the Contractor and shall be liable for rejection, dismantling, or re-execution at the Contractor's cost, without any financial compensation or time extension

163. **Final Authority of MBMC**

Notwithstanding anything contained herein, MBMC shall be the final authority on all matters relating to interpretation of contract, quantities, payments, deviations, and disputes.

164. **Acceptance of Conditions**

Submission of the tender shall be deemed as unconditional acceptance of the above Special Conditions by the Contractor, and no claim whatsoever shall arise on this account

165 **Contractor should sticktly mandate Air Pollution Mitigation on sites**

i) Construction layout above 1(one) acre has tin/metal sheet erected of height 35 feet & less than 1 (one) acre, the tin / metal sheet height is 25 feet at least.

ii) Construction sites shall be compulsorily enclosed by green cloth jute sheet / tarpaulin from all sides.

iii) All the structures under demolition shall be covered with tarpaulin/ green cloth / jute sheet from top to bottom. There shall be continuous sprinkling / spraying of water during the process of demolishing of the structure.

iv) The water sprinkling is done on debris / earth material etc. which are prone to generate airborne particulate matters at all construction sites without fail.

v) Vehicles carrying construction materials are fully covered (i.e. from top and all sides) so that construction material or debris does not become airborne during transportation and the vehicle should not be overloaded to avoid any spillage from the vehicle.

vi) All construction sites deploy sensor-based air pollution monitors at work sites and act immediately on observing pollution levels exceeding the limit. This monitoring shall be made available for inspection to MBMC authorities as and when demanded.

vii) All the construction sites shall ensure that C & D (Construction and Demolition) waste generated within the premises / site of work is transported to designated unloading site strictly as per MBMC's C&D Waste Management Plan. After unloading the debris, the vehicle shall be washed and cleaned thoroughly.

viii) All vehicles carrying materials shall have valid PUC certificates and the same shall be produced as and when asked for by competent authorities.

ix) All the construction personnel/ managers shall mandatorily wear personal protective equipment such as masks, goggles, helmets, etc.

x) All the MBMC worksites like bridges and flyovers shall have barcading of 25 feets.

xi) The loose soil, sand, construction materials and debris of any kind and quantity shall be stored in demarcated / dedicated area and properly barricaded, fully covered / enclosed / protected with tarpaulins. It shall be ensured that there is no dumping of construction material and debris on public roads, footpaths, pavements and open area.

xii) Vehicle tyre washing facilities shall be provided at all exit points of construction sites. It shall be ensured that daily cleaning is carried out of major roads for removal of dust by using vacuum sweeping or water sprinkling, brushing, brooming and sweeping. This work may be outsourced to ensure wide and fast coverage of all major roads.

xiii) There shall be complete ban on open burning anywhere in the geographical area under MBMC, especially garbage dumping grounds and possible sites of trash burning.

xiv) Wood and similar fuels are being widely used as fuel for preparing food for the workers residing at the construction site. Such fuels emit large amounts of smoke and can also pose a safety issue at times. Considering this, the concerned developers/contractors of workers in such places should arrange food to avoid any pollution created by burning of firewood and other similar fuels.

xv) Install Mist-spray machines at construction sites.

166 **As per Government Resolution No. CAT/2024/C.R.162/Bldg-2, dated 11/10/2024**

if a tender bid is received at a rate exceeding the 10% limit of the estimated tender cost, a fresh/retendering process shall be implemented directly at the regional level without conducting negotiations, instead of submitting the proposal to the Tender Acceptance Committee.

167. Commissioner reserves the rights of cancelling the tender at any level.

168. The contractor will abide all the above conditions, and specification given in the tender form.

DETAILED ITEMWISE SPECIFICATIONS

As per Standard Specification of State P.W.D.

SHEDULE 'B'

Memorandum Showing items of Work to be Carried out.

Item No.	Quantities Estimated but may be more or less	Item of Work	Estimated Rate		Unit	Total Amount according to estimated quantities	Specification	
			In Figures Rs. Ps.	In Words Rs. Ps			Clause No.	Page No.

DRAWINGS

CONTRACT DRAWINGS:-

The, contract drawings provided for tendering purpose with the tender documents shall be used as a reference only. Contractor should visualise the nature of type of work contemplated and to sure that the rates and prices quoted by him in the bill of quantities take due consideration of the complexities of work involved during actual execution/construction as experienced Contractors in the filed.

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

DOCUMENTATION :-

If so ordered by the Engineer-in-charge the contractor will prepare drawings of the work at constructed and will supply original and three copies to the Engineer who will verify and certify these drawings. Final as constructed drawings shall then be prepared by the contractor and supplied in triplicate along with a micro film of the same to the Engineer for record and reference purposes at the contractor's cost.

Annexure - 1

Affidavit (on Rs.500/- Stamp Paper)

NAME OF WORK:- ***Proposed Repairing work of Pooja palace to shivam apt. & Siddheshwar mahadev mandir Beautification, Ward no.03 Bhainder(E), in MBMC Area. (Corporator's Voluntary Fund)***

I …… age ……..…….. address …….. …… (Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm …… / authorized signatory and I am submitting the documents in envelope no.1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below :-

a. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope no.1.
b. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
c. I am liable for action under Indian Penal Code if any paper are found false / fraudulent during contract period and even after the completion of contract (finalization of final bill).

(Signature of contractor)
(seal of company)

Contractor No. of Corrections Executive Engineer
MBMC