



# NAVI MUMBAI MUNICIPAL CORPORATION

C.B.D. BELAPUR, NAVI MUMBAI – 400 614.

## TENDER

### CITY ENGINEER DEPARTMENT

NMMC/Executive Engineer(V/T)/53(3)/2016-17.

Tender for the work of

**Repairs to pipe outlet & Fixing FRP flap gates at sanpada holding pond no.4 at Turbhe.**

<b>Date Of Sale</b>	<b>03/05/2016 To 12/05/2016 Upto 13.00 Hours</b>
<b>Date of Bid preparation for Vendor</b>	<b>03/05/2016 To 12/05/2016 Upto 13.00 Hours</b>
<b>Date of Submission (Control Transfer of Bid)</b>	<b>12/05/2016 from 15.00 Hrs. To 17/05/2016 upto 15.00 Hrs.</b>
<b>Date Of Opening</b>	<b>17/05/2016 at 16.00 Hours (If Possible)</b>
<b>Tender Price</b>	<b>Rs.500/- (Non-Refundable)</b>

**Navi Mumbai Municipal Corporation**

**Plot No.1& 2,Sect.15A, C.B.D., Belapur, Navi Mumbai,.**

Signature of Tenderer

No. of Corrections

Signature of **Executive Engineer**

Issued to : .....

Issued to : .....

## SCHEDULE 'A'

### SCHEDULE 'A'

**Note : All the Contractors may note that Enrollment with NMMC is compulsory.**

A. Sealed Tenders in B-1 form on Department design are invited for the following Work, from Contractors Registered in appropriate class, by Public Works Department or CIDCO Ltd. from **class VII** and above category with adequate experience of Similar Works and will be received in sealed covers, addressed to the Commissioner, Navi Mumbai Municipal Corporation in his office upto 15.00 hours on **17/05/2016** Blank Tender and any other information will be available from the Reception, NMMC, C.B.D., Belapur, Navi Mumbai, on all working days except Sundays and Public Holidays declared by Government of Maharashtra, during working hours **from 03/05/2016 to 17/05/2016** on payment of cost of each Tender form mentioned below.

1. Name of Work **Repairs to pipe outlet & Fixing FRP flap gates at sanpada holding pond no.4 at Turbhe.**
2. Estimated cost of Work **Rs.8,51,200/-**
3. Engineers for this Work Executive Engineer (Vashi/Turbhe)  
Deputy Engineer (Turbhe)
4. Period of sale of Tender documents. **From 03/05/2016 To 12/05/2016** during Office Hours From The Reception , Nmmc, C.B.D., Belapur, Navi Mumbai Or Downloaded From Official Web Site ([www.nmmconline.com](http://www.nmmconline.com)) Of The Corporation.
5. Cost of each tender form **Rs.500/- to be purchase on Online Gateway.**
6. Earnest Money **Rs. 8,600/- to be paid on Online Gateway by Credit Card, Debit Card or Net Banking**
7. Pre-Tender Conference will be held on - / /2016 at 16.00 Hrs.  
at C.B.D. ,Navi Mumbai in the Conference Hall
8. Last date of receipt of tender **17/05/2016** Up to 15.00 hours
9. Probable date and time of opening - Date **17/05/2016** at 16.00 hour of tender. (if possible)
10. Eligibility  
Registration **Class VII** with PWD or is equivalent Class with CIDCO and upto ( Rs.10.00 Lacs.)

- i) Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost **(that is Rs. 2,55,360/-)**
- ii) Experience of having successfully completed Similar type of works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :-
  - a) Three Similar type of works completed costing not less than the amount equal to 40% of the estimated cost **(that is Rs. 3,40,480/-)**
  - Or**
  - b) Two Similar type of works completed costing not less than the amount equal to 50% of the estimated cost **(that is Rs. 4,25,600/-)**
  - Or**
  - c) One Similar type of works completed costing not less than the amount equal to 80% of the estimated cost **(that is Rs. 6,80,960/-)**

Equipment Required As directed by Engineer in Charge.

Certification	The Company having ISO 9001, (Version 2000) certificate, will be preferred. Joint Venture is not allowed.
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11. **Validity Period** – The offer of the Contractor shall remain valid for 120 days from the date of opening of Tender

AND  
Further Security Deposit, **Rs. 17,024/- (2%)**

13. Completion Period – **4 months**

1. Contract as a whole	Period of completion	<b>4 months</b>
** 2. Part or Groups of items		
(i) As a Whole work	(i)	<b>4 months</b>
(ii) As per approved bar chart		

14. Percentage to be charges as supervision  
Charges for the Work got executed through  
Other means. 24.50 Percent.
15. Defects Liability Period **1 Year**
16. Others :- Price Variation Clause.
17. Tendere/Bidder should note that As per the Construction Workers Welfare Act 1996, Cess of 1% of Contract value towards the Welfare of Construction Labour will be deducted from the bills.
18. The Agency will have to furnish an additional deposit equal to the percentage quoted by it below 15% along with, the Security Deposit to be paid for the work, in case the agency qualifies for the work, i.e. in case the Agency quotes 20% below the cost put to tender, it will have to furnish and additional deposit of  $20-15=5\%$  with the designated security deposit amount. Besides this, the Agency will have to submit detailed rate analysis for each and every item in case it quotes below 10% cost put to tender.

**Navi Mumbai Municipal Corporation.**

**Name Of Work :- Repairs to pipe outlet & Fixing FRP flap gates at sanpada holding pond no.4 at Turbhe.**

**Tender Notice No.53(3)/2016-17**

**SCHEDULE 'B'**

Quantity	Description of Item	Specification	Rate in Rs.	Unit	Amount in Rs.
1.	2.	3.	4	5	6
34.00	Item No. 1 : Providing & fixing 900mm FRP flap gate with ring etc ....complete.	As directed by Engineer	15500.00	No.	527000.00
10.00	Item No. 2 : Providing & fixing 900mm FRP flap only etc ....complete.	As directed by Engineer	8500.00	No.	85000.00
10.00	Item No. 3 : Providing & fixing 900mm FRP ring only etc ....complete.	As directed by Engineer	7000.00	No.	70000.00
360.00	Item No. 4 : Providing & Supplying watchman skilled labour etc ....complete.	As directed by Engineer	470.00	No.	169200.00
			<b>Total Rs.</b>		<b>851200.00</b>
			<b>Say Rs.</b>		<b>851200.00</b>

**Total -**

**(Contractors Quoted percentage (+ / -)-**

**(In Words -----)**

**Quoted Amount Rs. –**

**(In Words -----)**

**Signature of Tenderer**

**No. of Corrections**

**Dy. Engineer**

**Executive Engineer (V/T)**



## DETAILED TENDER NOTICE TO CONTRACTOR

**1.0** Sealed bids are invited by and on behalf of Commissioner, Navi Mumbai Municipal Corporation from Eligible bidders for the proposed Work specified in Schedule 'A'.

### **2.0 ISSUE OF TENDER**

2.1. Tender book will be made available at E-tendering cell, Belapur Bhavan, CBD from date of publication of Tender Notice on News paper to the Contractors who have enrolled at NMMC E-tendering Cell for work of Tender Amount upto lacs.3 or NMMC Enrolled Contractor may buy tender book from E- tendering website ([www.Nmmconline.Com](http://www.Nmmconline.Com) )

2.2 For work of tender amount Rs.3 lacs above, tender book will be issued online through E-tendering Website [www.nmmctenders.com](http://www.nmmctenders.com) to Contractor, who is enrolled with NMMC.

2.3 Price of Blank Tender form cost must be paid **in cash/Demand Draft** in NMMC's Account Department and Receipt of the same should be given to E-tendering cell.

2.4 The Tender Document is not transferable. Only the Tenderer who has purchased the tender form shall be entitled to bid in the Tender.

### **3.0 LANGUAGE OF TENDER / CONTRACT**

The language of the Contract shall be English/Marathi and all correspondence, drawings etc. shall conform to the English/Marathi language.

#### **4.0 PREBID CONFERENCE**

A Prebid Conference of all the intending Tenderers will also be held at the scheduled date and time indicated in Schedule 'A' of the tender. Intending Tenderers will be allowed to seek clarification and suggest suitable modifications in specifications, conditions of the Contract etc. The Corporation will communicate such changes that are accepted by it, to all the intending Tenderers who have purchased the Tender document from the Corporation. Only such changes that are so communicated shall be binding on the Corporation and all the Tenderers.

### **5.0 VALIDITY OF BIDS**

The bids will be valid for the period indicated in Schedule 'A'

### **6.0 EARNEST MONEY**

6.1 The Tenderer shall deposit the amounts indicated in the Tender Notice as Earnest Money Deposit (EMD)., The Earnest Money shall be deposited in the form a demand draft / pay order in favour of 'Navi Mumbai Municipal Corporation', a fixed deposit with the Corporation or a bank guarantee as per format indicated in Annexure 1. The failure or omission to deposit the Earnest Money shall disqualify the Tender and the Corporation shall exclude from its consideration such disqualified Tender(s). No interest shall be payable by the Corporation in respect of such deposited Earnest Money.

Alternatively The Tenderer can also deposit a Fix EMD at NMMC office which will be credited to his account.

The tenderer should refer user's guide while depositing EMD through the e-tendering website [www.nmmctenders.com](http://www.nmmctenders.com).

### **7.0 FORFEITURE OF EMD**

Signature of Tenderer

No. of Corrections

Signature of City Engineer

**7.1** The Tenderer shall not revoke his Tender or vary its terms and conditions without the consent of the Corporation during the validity period of Tender. If the Tenderer revokes the Tender or vary its terms or condition contrary to his promise to abide by this condition, the Earnest Money deposited by him shall stand forfeited to the Corporation without prejudice to its other rights and remedies and the Tenderer shall be disentitled to submit a tender to the Corporation for execution of any Work during the next 24 months effective from the date of such revocation.

**7.2** If Successful Tenderer does not pay the Security Deposit in the prescribed time limit or fails to sign the agreement bond, his Earnest Money Deposit will be foreited by the Corporation.

## **8.0 REFUND OF EARNEST MONEY**

The Earnest Money of an unsuccessful Tenderers shall be refunded after the successful Contractor furnishes required Initial Security Deposit to the Corporation and sign the agreement or within 30 days of the expiry of validity period, whichever is earlier.

## **9.0 COST OF TENDER**

The Tenderer shall bear all costs associated with the preparation and submission of its Tender. The Corporation shall in no case be responsible or liable for these costs, regardless of the Conduct or the out come of the Tendering process.

## **10.0 ELLIGIBLE TENDERERS**

Only those Contractors fulfill the Eligibility criteria as mentioned in the Schedule 'A' of the tender notice are eligible to submit their tender for this Work.

## **11.0 SPARE CAPACITY OF WORK FOR TENDERING**

The Tenderers shall be eligible to submit the tender to the Corporation subject to the essential condition that the price tendered by him together with the value of the outstanding Works under execution by him for the Corporation or any other employer shall not be more than four times the value of the average annual turnover of Works executed during the preceding three financial years ending 31st March.

## **12.0 RELATION SHIP WITH CORPORATOR(S)**

Tenderer shall not be associated presently or in the past with any of the office bearer or Corporator of the Navi Mumbai Municipal Corporation either directly or indirectly as specified in the section 10(f), (g) of BPMC Act. 1949. The Tenderer shall furnish an Affidavit on a Non-Judicial stamp paper of Rs.10/- If any information so furnished shall be found to be untrue or false, the tender shall be liable to be disqualified and the Earnest Money accompanying such tender shall stand forfeited to the Corporation. If the information so furnished shall be found to be untrue or false during the currency of the contract the Tenderer shall be held to be in-default and the contract if any awarded to him shall be liable to be terminated with its consequences.

## **13.0 TIME OF COMPLETION**

The period of completion of Works is enumerated under Schedule 'A'. The time of completion shall commence from the date of placing the Work Order or date of handing over the site whichever is earlier. The completion period is for all items of Work in all parts of Tender Documents.

## **14.0 SCHEDULE OF RATES AND QUANTITIES**

Signature of Tenderer

No. of Corrections

Signature of City Engineer



- 14.1** The Tender has been drafted on the basis of pre-priced schedule of rates and quantities for different types of items.
- 14.2** All the tender items are priced **as mentioned in Schedule B of Tender.**
- 14.3** The Contractors are expected to work out their own rates based on the detailed technical specifications, drawings & **conditions** and finally arrive at the cost of the Work in the appropriate places. The contractor shall insert percentage cost over or below the Corporations cost to arrive at the contract value for the work in Schedule B. In case of item rate, rate should be mentioned in front of item in Schedule B.
- 14.4** In case of Lump Sum Contract, Tenderer should insert his Lump Sum cost as contract value for the Work.

## **15.0 INSPECTION OF SITE AND SUFFICIENCY OF TENDER**

- 15.1** The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his Tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of the Work and materials necessary for the completion of the Works and means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his Tender.
- 15.2** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices quoted in the schedule of Works/items/ quantities or in bill of quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the Works.
- 15.3** No extra charges consequent on any misunderstanding or otherwise shall be allowed.

## **16.0 MANNER OF SUBMISSION OF TENDER**

- 16.1** The Complete Tenders (Estimated amount below Rs.3 lacs) in the manner specified in the following paragraph will be received in any of the following offices / manner :
- Hon. Commissioner's office,
  - Medical Health Officer's Office,
  - By courier or by mail within specified time, as indicated above.

The tenders estimated cost above Rs.3 lacs should be submitted online at [www.nmmctenders.com](http://www.nmmctenders.com)

- 16.2** Telex, cable or facsimile offers will be rejected.

## **17.0 LAST DATE FOR SUBMISSION**

- 17.1** Sealed Tender offers shall be received at the address specified above not later than the time and date specified in the Schedule 'A' of the Tender .
- 17.2** In the event of the specified date for the submission of Tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day
- 17.3** The Corporation may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents, in which case all rights and obligations of the Corporation and Tenderer will thereafter be subject to the deadline as extended.
- 17.4** Any Tender offer received by the Corporation after the deadline for submission of Tender offer prescribed by the Corporation, pursuant to the clause above, will be rejected and / or returned unopened to the Tenderer.

## **18.0 MODIFICATION AND WITHDRAWAL OF OFFERS**

The vendor may modify or withdraw his offer after its submission, provided that written notice of the modification or withdrawal is received by the Corporation prior to the closing

Signature of Tenderer

No. of Corrections

Signature of City Engineer

date and time prescribed for submission of offers. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers.

## **19.0 CONTENTS**

**19.1** Tenders are invited in two envelope system. The completed Tender shall be submitted in sealed envelope, superscribing the name of Work & C.A.No mentioned in the Tender notice.

**19.2** Full name and address of the Tenderer shall be written in the bottom left corner of each envelope.

**19.3** The envelope shall contain the following

### **Envelope No.1 (Technical Bid) :**

This should contain all the documents mentioned below. This Envelope may contain other documents also such as Technical bids, drawings, etc as mentioned in the Tender notice.

- a) List of all the documents enclosed in the envelope.
- b) The tender price in the form of Demand Draft/Pay Order Original cash receipts (where it is downloaded from the official website).
- c) Undertaking in Annexure '2' duly signed by a person holding a valid Power of Attorney.
- d) Power of Attorney authorized the person to sign the Tender Document (see clause 20(e)).
- e) The EMD in the form of Demand Draft/Pay order (as per clause 6.0 above) or valid certificate of exemption issued by the City Engineer of Navi Mumbai Municipal Corporation.
- f) Attested copy of the valid registration certificate (as requested by the eligibility condition at Annexure 'A')
- g) Up-to-date valid clearance Certificates for income tax, Sales tax, Cess with NMMC.
- h) Details of firms in Annexure 3.
- i) The Tenderer shall furnish a statement showing the type and magnitude of work done with last 3 years as per Annexure 4.
- j) List of works in hand as on the date of submission of this tender.
- k) List of works in tenderer as on the date of submission of the this tender Annexure 6.
- l) List of machinery and plant immediately available with the Tenderer for use on his work and list of machinery proposed to be utilized on this work but not immediately available and the manner in which it is proposed to be procured in Annexure 7.
- m) Details of Technical personnels available with the contractor in Annexure 8.
- n) Affidavit on a non-judicial Stamp paper of Rs.100/-

### **Envelope No.-2**

For tender amount below Rs. 3 lacs (Financial bid) - This envelope shall contain the Complete set of Tender Documents along with corrigendum, addendum if any issued, duly filled in and initial on each page and signed by the Tenderer(s) at prescribed places of the Tender Documents, including signature of witnesses. (un-conditional).

For tender amount above Rs.3lacs : e-submission only

### **Covering Envelope**

Both the envelopes I & II shall be put together in common sealed envelope subscribing on it, name of Work, C.A.NO., Name and address of the Tenderer.

## **20.0 IMPORTANT POINTS TO BE NOTED BY THE TENDERER**

- a) On receipt of blank Tender form the Tenderer should ensure that no corrections or over writings or erasures are left to be attested by the competent authority of the Corporation.
- b) The price-bid shall be inclusive of all taxes, Octroi, Local taxes, etc. to be paid by the Tenderer for the Work and claim for extra payment on any such account shall not be entertained.

Signature of Tenderer

No. of Corrections

Signature of City Engineer

Any change that will be made in the Tender paper by the competent authority after issue of the Tender will be intimated to the Tenderer in the form of Corrigendum/Addendum for incorporating the same in the Tender before submitting the Tender.

- c) Price-bid should be written both in words and figures in the Schedule 'B', at appropriate places.
- d) No alterations and additions anywhere in the Tender Document are permitted. If any of these are found, the Tender may be summarily rejected. The Tenderer should get his doubts cleared during pre-Tender meeting only if provided in the Tender. In case if no pre-bid meeting is to be held the Tenderer should seek clarification or any doubt in writing 7 days before the last date for receipt of Tenders.
- e) In case of firm, each partner or power of attorney holder shall sign the Tender and the signatures shall be attested as witness by a reputed person in the space provided for the purpose. The attested copies of power of attorney of person signing the Tender shall be enclosed with the Tender. The power of attorney shall be signed by all partners.

In case of private limited/public limited companies, the power of attorney shall be supported by Board resolutions and appropriate and adequate evidence in support of the same shall be given.

- f) All pages and pasted slips should be signed by the Tenderer.
- g) No page shall be added or removed from the set of Tender Document.

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- h) Tenderer shall be deemed to have studied the schedule of Works / Items / Quantities / Rates, all plans, specifications, terms and conditions, shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his Tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, nature of the Work and materials necessary for the completion of the Works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies, obligations under the Contract and all matter and things necessary for proper completion and maintenance of the Works. No extra charges consequent on any misunderstanding. A declaration and an undertaking to this effect should be signed by the Tenderer in the form attached at an Annexure - 2.
  - i) The Tenderer shall submit the Tender which satisfies each and every condition laid down in this Tender notice, failing which the Tender will be liable to be rejected conditional Tenders will be rejected.

## 21.0 CORRUPT OR FRAUDULENT PRACTICES

*The Corporation requires that the bidders/suppliers/ Contractors under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Corporation defines for the purposes of this provision, the terms set forth as follows:*

- a) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Corporation, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of the free and open competition;

The Corporation will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; The Corporation will a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

Signature of Tenderer

No. of Corrections

Signature of City Engineer

## **22.0 MANNER OF OPENING OF TENDER**

For the work of Rs. 3 lakhs below, The Tender received within the schedule time and date specified in the Tender Notice will be opened as per the specified program in the office as mentioned in the Tender Notice (If Possible). The tenders will be opened in the presence of Tenderers or their authorised representatives who choose to remain present

For the Work of Rs.3 lakhs above, tender will be open online in the presence of Tender Committee and e-tendering Administrator.

## **23.0 PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation and comparison of bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

## **24.0 PRELIMINARY SCRUTINY**

The Corporation will scrutinize the offers to determine whether they are complete, whether any errors have been made, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the offers are generally in order.

Prior to the detailed evaluation, the Corporation will determine the substantial responsiveness of each offer to the Tender Documents. For purposes of these Clauses, a substantially responsive bid is one that confirms to all the terms and conditions of the Tender Documents without material deviations. The Corporation's determination of an offer's responsiveness is to be based on the contents of the Tender offer itself without recourse to extrinsic evidence.

A Tender offer determined as not substantially responsive will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-confirmity.

The Corporation may waive any minor infirmity or irregularity in a Tender offer, which does not constitute a material deviation. This shall be binding on all Tenderers and the Corporation reserves the right of such waivers.

## **25.0 CLARIFICATION OF OFFERS**

To assist in the scrutiny, evaluation and comparison of offers, the Corporation may, at its discretion, ask some or all vendors for technical clarification of their offer. The request for such clarifications and the response shall be in writing. To speed up the Tender process, the Corporation, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the Corporation by means of courier / in person.

## **26.0 REJECTION OF TENDERS**

The Tenders are liable to be rejected if the Tenderer

- Does not submit price of Tender in the form of original cash receipt/DD/pay order.
- Does not submit EMD.
- Does not submit Undertaking on Rs.100/- stamp paper. (Annexure-2)
- Does not disclose the full names and address of all his partners in case of a Partnership Concern;
- Does not submit the information as called for in Annexure ( 3 to 8)
- Does not submit affidavit on Rs. 100/- Stamp Paper. (Annexure - 9)

Signature of Tenderer

No. of Corrections

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- Fails to initial corrections;
- Fails to fill completely all the proformae provided in the Tender including proforma of submission of Tender and percentage and amount columns in Schedule - 'B';
- Tries to contact the Corporation on any matter relating to its bid, or tries to influence the Corporation in its decision on bid evaluation, bid comparison or Contract award from the time of the bid opening to the time of contract is awarded.
- Stipulates any condition in the Tender;
- Stipulates the validity period less than what is stated in the form of Tender;
- Does not quote rates inclusive of octroi duty and other terminal or Sales Tax or General taxes, etc.
- Does not sign every page of Tender with seal of company / firm;

## **27.0 SHORT – LISTING OF VENDORS**

The Corporation will short-list technically qualifying vendors and commercial offers of only these vendors will be opened at the date and time to be intimated.

## **28.0 OPENING OF COMMERCIAL OFFERS**

The Corporation shall notify the date of opening of the commercial bids to all the Tenderers.

On such notified date the Envelope No. 2 will be opened and the rates in Schedule 'B' or percentage above / below the Estimate shall then be read out.

## **29.0 ACCEPTANCE OF TENDER**

**29.1** Acceptance of Tender on behalf of the Corporation shall be done by an officer(s) to whom the powers are delegated by the Municipal Commissioner.

**29.2** The Corporation is not bound to accept the lowest or any Tender. The Corporation reserves the right to reject any or all Tenders received without assigning any reason whatsoever.

## **30.0 INTIMATION TO SUCESSFUL TENDERERS**

The acceptance of Tender may be communicated to the successful Tenderer in writing or otherwise either by the Tender opening Authority or any Authority in the Corporation.

## **31.0 SECURITY DEPOSIT**

The Contractor shall pay a Security Deposit equal to five percent of the contract sum as security for due fulfillment of the contract, unless otherwise stated in the Tender Documents

The mode of making this deposit is as under.

### **a) Initial or contract deposit.**

A sum, which along with the Earnest Money already paid, amounts to three percent of the contract sum shall be paid within 15 days after receipt of intimation in writing of acceptance of Tender. It is optional to the Contractor to make the contract deposit in any one of the following ways :

- i) Wholly in cash or.
- ii) Wholly in form of National Saving Certificate pledged in favour of the Corporation or Bank Guarantees / Fixed deposit from Nationalized / Scheduled Banks in the enclosed format.

Signature of Tenderer

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Signature of City Engineer

- iii) Partly in cash and partly in form of National Saving Certificate pledged in favour of the Corporation or Bank Guarantees / Fixed Deposit from Nationalized / Scheduled Banks in the enclosed format.

**b) Retention Money :**

The remaining amount of the Security Deposit i.e. 2% shall be recovered from the Contractor's running bills at the rate of five percent and such retention together with the contract deposit made as aforesaid shall not exceed in the aggregate five percent of the contract sum after which such retention will cease.

- c) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of this Security Deposit/retention money or from the interest arising therefrom or from any sums which may be due or may become due to the Contractor by the Corporation on any account whatsoever, and in the event of his Security Deposit/retention money being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within 15 days of receipt of notice of demand from the City Engineer make good the deficit.

In the event of the said deposit having been made by the Contractor by delivery to the Corporation by the Guarantee of the Bankers of the Contractor, and of the Contractor under any of the provisions of this contract becoming subject to or liable for any penalty for damages liquidated or unliquidated or of the said deposit becoming forfeited or any breach or failure or determination of contract, then, and in such case the amount of any such penalty or damages and the deposit so forfeited is not previously paid to the Municipal Commissioner, shall immediately on demand be paid by the said Bankers to Corporation and may be forfeited by the Municipal Commissioner under and in terms of the said Guarantee.

**32.0 EXECUTION OF CONTRACT DOCUMENT**

The successful Tenderer after furnishing Initial Security Deposit, is required to execute an Agreement in duplicate in the form attached with the Tender Documents on a stamp paper of proper value. The proper value at present is Rs. 100/-. The agreement should be signed within a month from the date of acceptance of the Tender. The Contract will be governed by the Contract agreement, the General Conditions of the Contract (G.C.C.), and the Special Conditions of the Contract and other documents as specified in the G.C.C.

**33.0 STAMP DUTY, LIGAL AND STATURY CHARGES**

It shall be incumbent on the successful Bidder to pay stamp duty for the Contract agreement, as applicable on the date of the execution.

**34. LICENCES**

The successful Tenderer should comply statutory instruction of contract labour & will be required to produce to the satisfaction of the City Engineer a valid contract labour license issued in his favour under the provision of the Contract Labour License (Regulation and Abolition) 1970, before starting the Work. On failure to do so, the acceptance of the Tender is liable to be withdrawn and also the Earnest Money is liable to be forfeited.

**35.0 RIGHTS OF THE CORPORATION**

The Corporation reserves the right to suitably increase/reduce the scope of Work put to this Tender. The right to split up the Work in two or more parts is reserved by the Corporation and also the right to award the Work to more than one agency is reserved.

**36.0 INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT / CONTRACT DOCUMENT**

Signature of Tenderer

No. of Corrections

Signature of City Engineer

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, interpretation of the clauses by the Corporation shall be final and binding on all parties.

**37.0 NOTICE TO FORM PART OF CONTRACT**

Notice of Tender and these instructions shall form part of the contract.

Annexure –1

FORM OF BANK GUARANTEE BOND

In consideration of the Navi Mumbai Municipal Corporation (hereinafter called ‘The NMMC’) having agreed to exempt \_\_\_\_\_ (hereinafter called “the said Contractor(s)”) from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called “the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee \_\_\_\_\_ for \_\_\_\_\_ Rs. \_\_\_\_\_ Only) \_\_\_\_\_ we, \_\_\_\_\_ (hereinafter referred to as ‘the bank’) at the request \_\_\_\_\_

( indicate the name of the bank)  
of \_\_\_\_\_ [( Contractor (s) do hereby undertake to pay the NMMC an amount not exceeding Rs. \_\_\_\_\_ against any loss or demand caused to or suffered or would be caused to or suffered by the NMMC by reason of any branch by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We \_\_\_\_\_ do hereby undertake to pay the \_\_\_\_\_ ( indicate the name of the bank)  
amounts due and payable under this guarantee without any demur, meerey on a demand from the NMMC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NMMC by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement . Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

3. We, undertake to pay to the NMMC any money so demanded not with standing any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.  
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree that the Guarantee herein (indicate the name of Bank)  
contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NMMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the City Engineer of NMMC (indicate the name of Administrative Department ) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the .....we shall be discharged from all liability under this guarantee thereafter.

Signature of Tenderer

No. of Corrections

Signature of City Engineer



5. We ..... further agree with the NMMC that  
(indicate the name of Bank)

the NMMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NMMC against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the NMMC or any indulgence by the NMMC to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).

7. We, ..... lastly undertake not to revoke this  
( indicate the name of bank)  
guarantee during its currency except with the previous consent of the NMMC in writing.

Dated the ..... day of .....20  
For .....  
(indicate the name of bank)

Annexure –2

**UNDERTAKING**  
**(On a Rs. 100/- Stamp paper)**

The information / documents submitted by us are true to our knowledge and if the information / documents so furnished shall be found to be untrue or false, the Tender shall be liable to be disqualified and our Earnest Money accompanying Tender will be forfeited.

Also I/We aware that if the information / document found to be untrue or false during the currency of Contract, our Contract liable to be terminated.

..... I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the sub-soil conditions regarding all materials (such as stone, murum, sand, etc.) and labour of which I / We have based my / our rates for 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 Engineer, N.M.M.C. or his duly authorised assistant, before starting the Work and to abide by his decision.

I/ we agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the corporation, should I/we fail to (i) Abide by the stipulation to keep the offer open for the period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me/ us by notice in writing duly addressed to the authority opening the Tenders. (ii) Security Deposit as specified in Schedule ‘A’ and within the time limit laid down in 24 of Detailed Tender Notice. The amount of earnest money may be adjusted towards the security deposit or refunded to me /us if so desired by me/us in writing, unless the same or any part thereof has been forfeit as aforesaid.

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 NMMC the sums of money mentioned in the said conditions.

Demand draft No.....Dated ..... from the Nationalised/ Scheduled Bank at..... in respect of the sum of \*Rs..... is herewith forwarded representing the Earnest Money (a) the full value of which is to be absolutely forfeited to N.M.M.C. should I/ we not deposit the full amount of security deposit specified in the Detailed Tender Notice.

Tenderer .....

Address .....  
.....

Date the ..... day of ..... 20 ..... **Signature of**

**Tenderer**

(witness) ..... **Signature of**

**Witness**

Address .....

Signature of Tenderer

No. of Corrections

Signature of City Engineer

Firm Details

1.	Name of Firm and Class of Registration with Validity date & value of Registration		
2.	Address for communication & Telephone No. E - mail		
3.	Details of Proprietor/Partaners/Director		
	Name	Address	Qualification and Experience
4.	Annual Turnover  Previous Financial year (Y-1) 2 <sup>nd</sup> Previous Financial year (Y-2) 3 <sup>rd</sup> Previous Financial year (Y-3)		Certified copy of Audiated Balance Sheet Profit / Loss statement attested (Yes/No.)
5.	Details of Black Listed & Litigation		
6.	Remarks		

Signature of Proprietor or Authorised person of the Firm

Signature of Tenderer

No. of Corrections

Signature of City Engineer

Annexure –4

Details of Works of similar type and magnitude carried out by the Tenderer (last 3 years)

Name of the tenderer :

Sr. No.	Name of Work	Type of Work	Name of Department & Address	Cost of Work	Date of starting	Stipulated date of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7	8	9
1)								
2)								
3)								

Σ Note: - The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed

Signature of Tenderer

No. of Corrections

Signature of City Engineer

Annexure –5

List of Work in Hand as on the date of submission of this Tender

Sr. No.	Name of Work	Name of Deptt. & Adress	Work In Hand		Anticipated Date of Completion	Remark
			Tender Cost	Cost of Remaining Work		
1.	2.	3.	4.	5.	6.	7.

Signature of Tenderer

No. of Corrections

Signature of City Engineer

**Annexure –6**  
**List of Works tendered as on the date of submission of this Tender**

Sr. No.	Name of Work	Name of Deptt. & Adress	Works tendered for			Remark
			Estimated Cost	Date when decisions expected	Stipulated date of period of completion	
1.	2.	3.	4.	5.	6.	7.

**Note** : 25% to 50% estimated amount shall be consider based on stipulated period of completion

Signature of Tenderer

No. of Corrections

Signature of City Engineer

Annexure –7

List of relevant plant and machinery.

Sr. No.	Name of equipment	No. of units	Kind and make	Capacity	Age & Conditions	Present Location	Remarks
1	2	3	4	5	6	7	8
A)	Immediately available						
B)	Proposed to be procured for the Work.						

Signature of Tenderer

No. of Corrections

Signature of City Engineer

**Annexure – 8**  
**Details of Technical Personnel available with the Contractor**

**Name of the tenderer :**

Sr. No.	Name of Work	Technical Qualification	Whether Working in field or in office	Experience of execution of similar Works	Period for which the person is Working with the tenderer	Remarks
1	2	3	4	5	6	7

Signature of Tenderer

No. of Corrections

Signature of City Engineer



Signature of Tenderer

No. of Corrections

Signature of City Engineer

## ANNEXURE – 9

**AFFIDAVIT**  
**ON STAMP PAPER OF VALUE OF RS. 100/-**

I/We hereby state that we are aware of the provisions of section 10(1) 10(f) & (g) of the BMPC Act. 1949 which is reproduced below, and solemnly state that we have no partnership or any share of the any Corporator of any Corporation in our company and are not associated presently or in the past with any of the office bearers of the Navi Mumbai Corporation either directly or Indirectly.

Extract of Sec 10 of BMPC Act:

- |        |   |
|--------|---|
| 10 (e) | Subject to the Provision of section 13 and 404, a person shall be disqualified for being elected and for being a councillor.  |
| 10 (f) | Subject to the Provisions sub-section (2) has directly, by himself or his partner any share or interest in any contract or employment with by or on behalf of the Corporation.” |
| 10(g)  | “Having been elected a councilor is retained or employed in any professional capacity in connection with any cause of proceeding in which by or on behalf of the Corporation.”  |

We are aware that the above information if found to be untrue or false, we are liable to be disqualified and the Earnest Money accompanying the Tender shall stand forfeited to the Corporation. We are also aware that if the information produced above if found to be untrue or false during the currency of the Contract. We shall be held to default and the Contract, if any awarded to us, shall be liable to be terminated with all its concurrences.

Tenderer .....

Address .....

Date the ..... day of ..... 20 Signature of Tenderer

Witness .....

Address .....

Occupation ..... Signature of Witness

Signature of Tenderer

No. of Corrections

Signature of City Engineer

**ACCOMPANIMENT TO THE GOVERNMENT RESOLUTION**  
**PUBLIC WORKS DEPARTMENT NO. CAT/06/04/148, DATED : 16/05/2005**  
**PRICE VARIATION CLAUSE**

If during the operative period of the Contract as defined in condition (I) below, there shall be any variation in the Consumer Price Index (New Series) for Industrial Workers for Mumbai Center as per the Labour Gazette Published by the Commissioner of Labour, Government of Maharashtra and/or in the whole-sale Price Index for all commodities prepared by the office of Economic Advisor, Ministry of Industry, Government of India, or in the price of petrol/ oil and lubricants and major construction materials like bitumen, cement, steel, various types of metal pipes etc., then subject to the other conditions mentioned below, price adjustment on account of

- 1) Labour component
- 2) Material Component
- 3) Petrol, Oil and Lubricants Component
- 4) Bitumen Component
- 5) HYSD & Mild Steel Component
- 6) Cement Component
- 7) C.I. and D.I. Pipes Component

Calculated as per the formula hereinafter appearing, shall be made. Apart from these, no other adjustment shall be made to the contract price for any whatsoever. Component percentage as given below are as the cost of work put to tender. Total of Labour, Material & POL component shall be 100 and other component shall be as per actuals.

Sr.NO.	Item No.	Labour Component (K1)	Material Component (K2)	Pol Component (K3)
1	For New Road Works	49%	47%	4%
2	For WBM Road	42%	49%	9%
3	For WBM & Asphaltting Road	37%	56%	7%
4	For Asphaltting road works	25%	61%	14%
5	For Drainage Works	41%	52%	7%
6	For Bridge works	39%	58%	3%
7	For Building works	27%	72%	1%
8	Concrete road works	25%	63%	12%

Signature of Tenderer

No. of Corrections

Signature of City Engineer

Bitumen Component	Actual
HYSD & Mild Steel Component	Actual
Cement Component	Actual
C.I. and D.I. Pipe Component	Actual

Note : If Cement, Steel, Bitumen, C.I. & D.I. Pipes are supplied on Schedule “A” then respective component shall not be considered. Also if particular component is not relevant same shall be deleted.

1.     **Formula for Labour Component :**

$$V_1 = 0.85P \left[ \frac{K_1}{100} x \frac{L_1 - L_0}{L_0} \right]$$

Where,

- V<sub>1</sub>     =   Amount of price variation in Rupees to be allowed for Labour Component.
- P       =   Cost of work done during the quarter under Consideration Minus the cost of Cement, HYSD and Mild Steel, Bitumen C.I. and D.I. Pipes calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration.

The star rates shall be considered for the preparation of estimate or at the time of comparison with new DSR.

- K<sub>1</sub>     =   Percentage of Labour Component as indicated above.
- L<sub>0</sub>     =   Basic Consumer Price Index for Mumbai center shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender falls.
- L<sub>1</sub>     =   Average consumer price index for Mumbai centre for the quarter under consideration.

2.     **Formula for Material Component :**

$$V_2 = 0.85P \left[ \frac{K_2}{100} x \frac{M_1 - M_0}{M_0} \right]$$

Where,

- V<sub>2</sub>     =   Amount of price variation in Rupees to be allowed for Material Component
- P       =   Same as worked out for Labour Component
- K<sub>2</sub>     =   Percentage of Material Component as indicated above.
- M<sub>0</sub>     =   Basic wholesale price index shall be average wholesale price index for the quarter preceding the month in which the last date prescribed for receipt of tender falls.
- M<sub>1</sub>     =   Average wholesale price index during the quarter under consideration.

**3. Formula for Petrol, Oil and Lubricant Component :**

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

Where,

- $V_3$  = Amount of price variation in Rupees to be allowed for POL Component  
 $P$  = Same as worked out for Petrol, Oil and Lubricant Component  
 $K_3$  = Percentage of Petrol, Oil and Lubricant Component  
 $P_0$  = Average price of HSD at Mumbai during the quarter preceding the month in which the last date prescribed for receipt of tender falls.  
 $P_1$  = Average price of HSD at Mumbai during the quarter under consideration.

**4. Formula for Bitumen Component :**

$$V_4 = Q_b (B_1 - B_0)$$

Where,

- $V_4$  = Amount of price variation in Rupees to be allowed for Bitumen Component.  
 $Q_b$  = Quantity of Bitumen (Grade) in metric tonnes used in the permanent works and approved enabling works during the quarter under consideration.  
 $B_1$  = Current Average ex-refinery price per metric tonne of Bitumen (Grade...) under consideration including taxes (Octroi, excise sale tax) during the quarter under consideration.  
 $B_0$  = Basic rate of Bitumen in Rupees per metric tonne as considered for working out value of P or average ex-refinery price in rupees per metric tonne including taxes (Octroi, excise, sales tax) of Bitumen for the grade of bitumen under consideration prevailing quarter preceding the month in which the last date prescribed for receipt of tender falls, whichever is higher.

**5. Formula for HYSD and Mild Steel Component :**

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

Where,

- $V_5$  = Amount of price variation in Rupees to be allowed for HYSD / Mild Steel Component  
 $S_0$  = Basic rate of HYSD / Mild Steel in Rupees per metric tonne as considered for working out value of P  
 $SI_1$  = Average steel index as per RBI Bulletin for the quarter under consideration  
 $SI_0$  = Average of Steel Index as per RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender falls.  
 $T$  = Tonnage of Steel used in the permanent works for the quarter under consideration.

Signature of Tenderer

No. of Corrections

Signature of City Engineer

### 6 Formula for Cement Component :

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

Where,

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

### 7 Formula for C.I./D.I. Pipe Component :

$$V_7 = Q_d (D_1 - D_0)$$

Where,

- $V_7$  = Amount of price escalation in Rupees to be allowed for C.I./D.I. component.
- $D_0$  = Pig Iron basic price in Rupees per tonne during the quarter under consideration (published by IISCO)
- $D_1$  = Average Pig Iron Price in Rupees per tonne during the quarter under consideration (published by IISCO).
- $Q_d$  = Tonnage of C.I./D.I Pipes used in the works during the quarter under consideration.

The following conditions shall prevail :

- (i) The operative period of the Contract shall mean the period commencing from the date of work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the Contract for work expires, taking into consideration the extension of time, if any, for the completion of the work granted by The Engineer under the relevant clause of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the Engineer as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant contract provisions, for the balance of work from the day of levy of such compensation price adjustment amount shall be worked out by pegging the indices, L,M,C,P,B,SI and CI to the levels corresponding to the date from which such compensation is levied.

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No. of Corrections

Signature of City Engineer

- (ii) This price variation clause shall be applicable to all contracts in B<sub>1</sub>/B<sub>2</sub> & C form but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this clause.
- (iii) The price variation under this clause shall not be payable for the extra item required to be executed during the completion of the work and also on the excess quantities of items payable under the provision of Clause 38/37 of the contractor from B1/B2 resp. since the rates payable for the extra items / or the extra quantities under clauses are to be fixed as per current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion / execution of extra items as well as extra quantities under clauses 38/37 of the contract from B1/B2 extends beyond the operative date of the DSR then rates payable for the same beyond the date shall be revised with reference to the current DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the Contract, whichever is less.
- (iv) This clause is operative both ways, i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the Contractor & if it is on the negative side, the Government shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract.
- (v) To the extent that full compensation for any rise or fall in costs to the Contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.

Signature of Tenderer

No. of Corrections

Signature of City Engineer

**GENERAL CONDITIONS OF CONTRACT  
PART - I**

**INTERPRETATIONS AND DEFINITIONS**

1	Singular and Plural.	Where the context so requires, words importing the singular shall also mean the plural and vice versa.
2.	Gender	Words importing the masculine gender shall also include the feminine gender.
3.	<b>Definitions</b>	<p>(a) ‘Corporation’ shall mean Navi Mumbai Municipal Corporation as incorporated under the BPMC Act, 1949.</p> <p>(b) The ‘Municipal Commissioner’ shall mean the Municipal Commissioner of the Corporation, for the time being holding that office and also his successor and shall include any officer authorized by him.</p> <p>(c) The ‘Engineer’ shall mean the City Engineer appointed for the time being or any other officer or officers of the Corporation who may be authorized by the Commissioner to carry out the functions of the Engineer.</p> <p>(d) ‘Engineer’s Representative’ shall mean Executive Engineer/ Deputy Engineer/ Sectional Engineer /Junior Engineer or any other municipal employee or employees appointed from time to time by the ‘Engineer’ to perform the duties set forth in Clause No.66 hereof and generally to assist the Engineer for the purpose of the contract and whose authority shall be notified in writing to the contractor by the Engineer.</p> <p>(e) The ‘Contract’ shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor, and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.</p> <p>The order of precedence in case of discrepancies shall be as under,</p> <ol style="list-style-type: none"><li>1. Contract Agreements.</li><li>2. The letter of Acceptance.</li><li>3. Notice inviting Tender &amp; Instructions to Tenderer.</li><li>4. Special Conditions of Contract.</li><li>5. The General Conditions of Contract.</li><li>6. Schedule of Rates &amp; Quantities.</li><li>7. The Technical specifications.</li><li>8. The Drawings</li><li>9. Schedules &amp; Annexures.</li></ol>

Signature of Tenderer

No. of Corrections

Signature of City Engineer



		<p>(f) The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the Works and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.</p> <p>(g) 'Contract sum' means the sum named in the letter of acceptance including physical contingencies subject to such addition thereto or deduction there-from as may be made under the provisions hereinafter contained.</p> <p>Note : The contract sum shall include the following :-</p> <p>1. (a) In the case of percentage rate contracts, the estimated value of Works as mentioned in the tender adjusted by the Contractor's percentage.</p> <hr/> <p>(b) In the case of item rate contracts, the cost of the Work arrived at after extension of the quantities shown in schedule of items/ quantities by the item rates quoted by the tenderer for various items and summation of the extended cost of each item.</p> <p>(c) In case of lump sum contract, the sum for which tender is accepted.</p> <p>2. Special discount/ Rebate/ Trade discount offered by the tenderer if any and accepted by the Corporation.</p> <p>3. Additions or deletions that are accepted after opening of the tenders.</p> <p>4. Physical contingencies, if any an accepted by the Corporation.</p> <p>(h) 'Excepted risks' are risks due to riots (otherwise than among Contractors' employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of government, damage from aircraft, acts of god, such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Commissioner.</p> <p>(i) The 'Site' mean the land and other places, more specifically mentioned in the special conditions of the tender, on, under, in or through which the Works or temporary Works are to be executed and any other lands and places provided by the Corporation for working space or any other purpose as may be specifically</p>
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Signature of Tenderer

No. of Corrections

Signature of City Engineer

		<p>designated in the contract as forming part of the site.</p> <p>(j) 'Urgent Works' shall mean any measures which in the opinion of the Engineer become necessary during the progress of the Work to obviate any risk of accident or failure or which become necessary for security.</p> <p>(k) The 'Works' shall mean the tasks 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.</p> <p>(l) 'Construction Plant' shall mean all appliances or things of whatever nature required in or about the execution, completion or maintenance of the Works or temporary Works (as here in after defined) but shall not include materials or other things intended to form or forming part of the Works.</p> <p>(m) 'Temporary Works' shall mean all temporary tasks of every kind required in or about execution, completion or maintenance of the Work.</p> <p>(n) 'Drawing' shall mean the drawings referred to in the specification and any modification of such drawings approved in writing by the Engineer and such drawings as may from time to time be furnished or approved in writing by the Engineer.</p> <p>(o) 'Approved' shall mean approved in writing including subsequent confirmation of previous verbal approval and "Approval" shall mean approval in writing including as aforesaid.</p> <p>(p) 'Specification' means the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Engineer.</p> <p>(q) "Tender" means the Contractor's priced offer to the Corporation for the execution and completion of the Works and the remedying of any defects therein in accordance with the provision of the Contract, as accepted by the Letter of Acceptance.</p> <p>(r) 'Letter of Acceptance' means the formal acceptance by the Corporation.</p> <p>(s) 'Commencement Date' means the date upon which the Contractor receives the notice to commence the work issued by the Engineer pursuant to Clause 80.</p>
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Signature of Tenderer

No. of Corrections

Signature of City Engineer

		<p>(t) 'Time for Completion' means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause 83 calculated from the Commencement Date.</p> <p>(u) The 'Annexure' referred to in these conditions shall means the relevant annexure appended to the tender papers issued by the Corporation.</p>
<b>PART – II</b> <b>INSTRUCTIONS TO CONTRACTOR</b>		
4.	Scope of Work	<p>The Work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire Execution and completion of the Works.</p> <p>The descriptions given in the schedule of Works /items / quantities, and the Bills of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in, return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.</p>
5.	Corrupt or Fraudulent Practices	<p>The Corporation requires that the bidders/suppliers/ contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Corporation defines for the purposes of this provision, the terms set forth as follows:</p> <p>a)“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and</p> <p>b)“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Corporation, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of the free and open competition;</p> <p>The Corporation will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; The Corporation will a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.</p>
6.	Intimation to Successful	<p>The acceptance of tender may be communicated to the Successful Tenderer in writing or otherwise either by</p>

Signature of Tenderer

No. of Corrections

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	Tenderers	the tender opening authority or any authority in the Corporation.
7.	<b>Security Deposit</b>	<p>The Contractor shall pay a security deposit equal to five percent of the contract sum as security for due fulfillment of the contract, unless otherwise stated in the tender documents.</p> <p>The mode of making this deposit is as under.</p> <p>Initial or contract deposit</p> <p>A sum, which along with the earnest money already paid, amounts to three percent of the contract sum shall be paid within 15 days after receipt of intimation in writing of acceptance of tender. It is optional to the contractor to make the contract deposit in one of the other of the following ways :</p> <ul style="list-style-type: none"> <li>i) Wholly in cash or.</li> <li>ii) Wholly in form of National saving Certificate pledged in favour of the Corporation or Bank Guarantees / Fixed deposit from Nationalised / Scheduled Banks in the enclosed format.</li> <li>iii) Partly in cash and partly in form of National saving Certificate pledged in favour of the Corporation or Bank Guarantees / Fixed deposit from Nationalised / Scheduled Banks in the enclosed format</li> </ul> <hr/> <p><b>Retention Money:</b></p> <p>The remaining amount of the security deposit i.e. 2% shall be recovered from the Contractor's running bills at the rate of five percent and such retention together with the contract deposit made as aforesaid shall not exceed in the aggregate five percent of the contract sum after which such retention will cease.</p>
8.	Forfeiture of Security Deposit	<p>All compensation or other sums of money payable by the contractor under the terms of this contract or any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of this security deposit/retention money or from the interest arising there from or from any sums which may be due or may become due to the Contractor by the Corporation on any account whatsoever, and in the event of his security deposit/retention money being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 15 days of receipt of notice of demand from the Engineer make good the deficit.</p> <p>In the event of the said deposit having been made by the contractor by delivery to the Corporation of the Guarantee of the Bankers of the Contractor, and of the contractor under any of the provisions of this contract becoming subject to or liable for any penalty for damages liquidated or unliquidated or of the said deposit becoming forfeited any breach or failure or determination of contract, then, and in such case the amount of any such penalty or damages and the deposit so forfeited is not previously paid to the Municipal Commissioner, shall immediately on demand be paid by the said Bankers to and may be forfeited by the Municipal Commissioner under and in terms of the said Guarantee.</p>

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9.	Execution of Contract Document	The successful tenderer after furnishing Initial Security Deposit, is required to execute an Agreement in duplicate in the form attached with the tender documents on a stamp paper of proper value. The proper value at present is Rs. 100/-. The agreement should be signed within one month from the date of acceptance of the tender
10.	Issue of Work Order	Work Order will be issued after execution of contract document.
11.	Contract Documents	The Contractor shall be furnished, free of charge, two certified true copies of the contract documents and all further drawings which may be issued during the progress of the Work. None of these documents shall be used by the Contractor for any purpose other than that of this contract.
12.	Indemnity Bond	The contractor shall require to execute an Indemnity Bond for satisfactory performance of the entire project on Stamp paper of Rs.100/- in the format as per Annexure 'D'. This Indemnity Bond shall remain in force for period mentioned in Schedule 'A' as Defect Liability Period after completion of the project.
13.	Licences	The successful tenderer should comply statutory instruction of contract labour & will be required to produce to the satisfaction of the Engineer a valid contract labour licence issued in his favour under the provision of the Contract Labour Licence (Regulation and Abolition) 1970, before starting the Work. On failure to do so, the acceptance of the tender is liable to be withdrawn and also the earnest money is liable to be forfeited.
14.	Details to be Confidential	The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the Corporation whose determination shall be final.
15.	Official Secrecy	The Contractor shall, whenever required, take necessary steps to ensure that all persons employed on any Work in connection with this Contract have noticed that the India official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after execution of such Work under the Contract.
16.	Assignment	The Contractor shall not assign transfer or attempt to assign, transfer the Contract or any part thereof, or any benefit or interest therein or there under otherwise than by a charge in favour of the Contractor's bankers of any Money due or to become due under this contract, without the prior written approval of the Commissioner.
17.	Sub-letting	The Contractor shall not sub-let or attempt to sub-let the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not sub-let any part of the Works without the prior written approval of the Engineer, which shall not be unreasonably with-held, and such approval, if given, shall not relieve the Contractor

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		<p>from any liability or obligation under defaults and neglects of any sub-contractor, his agents, servants or Workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or Workmen. Provided always that the engagement of labour on a piecework basis or labour with material not to be incorporated in the Work shall not be deemed to be a sub-letting under this Clause.</p> <p>The Contractor shall be responsible for observance by his sub-contractors of the foregoing provisions</p>
18.	Changes in Constitution	<p>Where the contractor is a partnership firm, the prior approval in writing of the Commissioner shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or Hindu Undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the Work hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of the Clause No. 108 hereof and the same action may be taken and the same consequences shall ensure as provided for in the said condition.</p>
19.	Power of Attorney	<p>The contractor shall not issue any kind of power of attorney in favour of his bankers for routine payments to the contractors through Bank.</p>
20.	Contractors Staff	<p>The Contractor shall employ in and about the execution of Works only such persons as are skilled and are experienced in their several trades and the Engineer shall be at liberty to object to and require the Contractor to remove from the Works any person, employed by the Contractor in or about the execution of the Works, who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the Works without permission of the Engineer.</p>
21.	Contractors' Supervision	<p>The Contractor shall himself supervise the execution of Works or shall appoint competent agent approved by the Engineer to act in his stead. If, in the opinion of the Engineer the Contractor himself not have sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the Works, the Contractor shall at his own expense, employ as his accredited agent an Engineer or a suitably qualified and experienced person approved by the Engineer. The name of the agent so appointed, along-with the qualifications, experience and address shall be communicated to the Engineer. The agent shall be a responsible person adequately organisation by the Contractor to take decision on site and to spend money if required for procuring material and labour etc. to carry out Emergency Works in the interest of the Work, if so required by the Engineer. Orders given to Contractor's agent shall be considered to have the same force as if these had been given to the Contractor himself.</p> <p>If the Contractor fails to appoint a suitable agent as</p>

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		directed by the Engineer, the Engineer shall have full powers to suspend the execution of the Works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the Works.
22.	Employment of Labour	<p>The Contractor shall employ the labour in sufficient numbers to maintain the required rate of progress and of quality to ensure Workmanship, of the degree specified in the Contract and to the satisfaction of the Engineer. The Contractor shall not employ in connection with the Work any child who has not completed his 15<sup>th</sup> year of age. He shall also not employ an adolescent who has not completed his 18<sup>th</sup> year unless he is certified fit for Work as an adult as prescribed under clause (b) of sub-section (2) of section 69 of the Factories Act, 1948.</p> <p>The Contractor shall make his own arrangement for the engagement of all labour local or otherwise.</p> <p>The Contractor shall indemnify the Corporation or any agent, servant or employee of Corporation for any lapses on the part of contractor on account of non-compliance of above referred acts.</p>
23.	Compliance with Labour Regulation.	<p>The contractor shall pay fair and reasonable wages to the Workmen employed by him, for the contract undertaken by him. In the event of any dispute arising between the contractor and his Workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Engineer, who shall decide the same. The decision of the Engineer shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Corporation at the same sanctioned tender rates.</p> <p>The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the Corporation at any point of time.</p> <p><b><u>SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.</u></b></p> <p>(i) <b><u>Workman Compensation Act 1923.</u></b></p> <p>The Act provides for compensation in case of injury by accident arising out of and during the course of employment.</p> <p>(ii) <b><u>Payment of Gratuity Act 1972.</u></b></p> <p>Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.</p> <p><b><u>( iii) Employees PF and Miscellaneous Provision Act, 1952.</u></b></p>

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		<p>The Act provides for monthly contributions by the employer plus Workers @ 10% or 8.33% . The benefits payable under the Act are</p> <ul style="list-style-type: none"> <li>(a) Pension or family pension on retirement or death as the case may be.</li> <li>(b) Deposit linked insurance on the death in harness of the Worker.</li> <li>(c) Payment of PF accumulation on retirement/ death etc.</li> </ul> <p><b>(iv) <u>Maternity Benefit Act 1951</u></b></p> <p>Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.</p> <p><b>(v) <u>Contract labour (Regulation and Abolition) Act 1970.</u></b></p> <p>The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the contractor fails to provide, the same are required to be provided by the Principal Employer by law. The principal employer is required to take Certificate of Registration and the Contractor is required to take a Licence from the designated Officer. The Act is applicable to the establishments or Contractor of principle employer if they employ 20 or more contract labour.</p> <p><b>(vi) <u>Minimum Wages Act 1970</u></b></p> <p>The Contractor shall see that the provisions set for under the Minimum Wages Act and Contract Regulation and Abolition Act 1970 with the Maharashtra Contract Labour(regulation and abolition) Rules 1971 as amended from time to time are fully complied with by him and shall maintain necessary registers and records for payment of wages, overtime, etc. made to his Workmen as required by the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other organisation person appointed by the Central or State Government.</p> <p><b>(vii) <u>Payment of Wages Act 1936</u></b></p> <p>It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the Workers.</p> <p><b>(viii) <u>Equal Remuneration Act 1979.</u></b></p> <p>The Act provides for payment of equal wages for Work of equal nature to Male &amp; Female Workers and not for making discrimination against Female employees in the matters of transfers, training and promotions etc.</p> <p><b>(ix) <u>Payment of Bonus Act 1965</u></b></p> <p>The Act is applicable to all establishments employing 20 or more Workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33% of</p>
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		<p>wages and maximum of 200% of wages to employees drawing Rs. 3,500/- P.M. or less. The bonus to be paid to or employees getting Rs. 2500/- P.M. above upto 3500/- P.M. shall be Worked out by taking wages as Rs. 2500/- P.M. only. The Act does not apply to certain establishments. The newly set up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of the Act.</p> <p>(x) <b><u>Industrial Disputes Act 1947</u></b></p> <p>The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.</p> <p>(xi) <b><u>Industrial Employment (Standing Orders ) Act 1946</u></b></p> <p>It is applicable to all establishments employing 1000 or more Workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the employer or matters provided in the Act and get the same certified by the designated Authority.</p> <p>(xii) <b><u>Trade Unions Act 1926</u></b></p> <p>The Act lays down the procedure for registration of trade unions of Workmen and employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.</p> <p>(xiii) <b><u>Child labour (prohibition and regulation ) Act 1986.</u></b></p> <p>The Act prohibits employment of children below 14 years of age in certain occupation and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.</p> <p>(xiv) <b><u>Inter-State Migrant Workmen's ( Regulation of Employment and Conditions of Service ) Act 1979.</u></b></p> <p>The Act is applicable to an establishment which employees 5 or more inter-state migrant Workmen through an intermediary ( who has recruited Workmen in one state for employment in the establishment situated in another state ). The inter-state migrant Workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.</p> <p>(xv) <b><u>The Building &amp; other Construction</u></b></p>
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		<p><b><u>Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996.</u></b></p> <p>All the establishments who carry on any building or other construction Work and employs 10 or more Workers are covered under this act. All such establishments are required to pay cess at rate not exceeding 2% of the cost of construction as may be notified by the Government. The employer of the establishment is required to provide safety measures at the Building or Construction Work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodation for Workers near the Workplace etc. The employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.</p>
24.	Safety Provisions	The Contractor shall at his own expense arrange for the safety provisions indicated in Annexure 'A' or as required by the Engineer, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer shall be entitled to do so and recover the costs thereof from the Contractor.
25.	Provision of First-Aid Box	The contractor shall, at his own cost, provide and maintain at the site of Works a standard first aid box as directed and approved by the Engineer for the use of his own as well as the Corporation's staff on site.
26.	Apprentices	The Contractor shall comply with the provision of the Apprentice Act, 1961, and the rules and orders issued there under from time to time. The contractor shall during the term of this agreement maintain as a part of his organisation a system of apprenticeship for training craftsmen as may be approved by the Engineer. The apprentices are to be engaged and trained in the building craft/trades. The number of apprentices to be engaged shall be decided and got approved from the office of the Director of Technical Education and State Apprenticeship Advisor, Maharashtra State, Dhobi Talao, Bombay -400 001. Failure on the part of the contractor to observe the stipulation of this conditions shall be deemed to be failure to employ a sufficient number of proper and efficient Workmen and all the rights and remedies of the Commissioner therein provided including the power to determine the contract shall be applicable in such case. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.
27.	Personnel.	The Contractor shall employ the key personnel named in the schedule of key personnel (Annexure 'B') or other personnel approved by the Engineer to carry out the functions. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.
28.	Temporary Site Office for the Engineer (For Works	The Contractor shall at his own cost and to the satisfaction of the Engineer, provide a site office of not less than 25 Sq. Mtr. With brick walls, plastering inside, rough shahabad flooring and one writing table

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	Costing Above Rs. 50 Lacks Only)	with six chairs and large size steel cupboard. He shall also make necessary arrangements for drinking water and electric connection and locking arrangement. Upon completion of the whole work and after clearing the site and upon expiry of defect liability period, the Contractor shall remove the site office and take possession of the furniture and cupboards provided by him in the condition it was on the date of receiving back the same.
29.	Contractor's Office Near Works	The Contractor shall have an office near the Works at which notice from the Engineer may be served and shall, between the hours of sunrise and sunset on all Working days, have a clerk or some other organisation person always present at such office upon whom such notices may be served and service of any notices left with such clerk or other organisation person or at such office shall be deemed good service upon the Contractor.
30.	Permission for Erection & Removal of Office on Completion of Work	The Contractor shall obtain permission for erection of site office, cement godown, store, etc. on payment of necessary charges as demanded by the concerned authorities as per the prevailing rules. The cement godown, Watchman cabins, etc. shall be provided as directed and shall be removed by the Contractor on completion of the Work at their cost.
31.	Use of Municipal Land	<p>(a)The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of site until instructed to do so by the Engineer in writing.</p> <p>The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer. The Contractor shall on no account be allowed to extend his operations beyond these areas. The use of such portion of the site shall be allowed free of any lease rent during scheduled time period for the completion of the Work. However at the expiry of the stipulated period of the Work, as may be extended from time to time, Contractor has to pay charges for these facilities as per the prevailing rates levied by the Corporation for use of public utility places.</p> <p>The Contractor will be allowed to use the land for the purpose of sheds, offices thereon for themselves and for the Engineer and his subordinates and shall remove the same from the ground on the completion of the Works, or when required to do so, by the Engineer after receiving 7 days notice. He shall make good any damage which may have been done and restore to good condition any thing which may have been disturbed during the period of his occupation.</p> <p>He shall not use or allow to be used any such ground, sheds or offices, or any portion of the site of the Works, for any other purpose than the carrying out of Works under this Contract, failing which charges applicable will become payable in the event of there being on plot or ground or insufficiency of ground belonging to the Corporation available for the above purpose, the Contractor shall provide other such ground at his own cost.</p> <p>The Contractor shall in any case pay all taxes which may have to be paid in respect of all ground, sheds or offices used as above, and all the license fees, etc., that may be demanded for the storage or otherwise of the various articles as per rules in force.</p> <p>The Contractor shall provide, if necessary or if required on the site all temporary accesses thereto and shall alter, adopt and maintain the same as required from time to time and shall take up and clear them</p>

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		<p>away as and when no longer required and make good all damage done to the site.</p> <p>The contractor has also be allowed at the sole discretion of the corporation to stack material required for execution of work in corporation land out of the project area on payment of necessary charges as per corporation rules for use of roads public utility places.</p>
32.	Water Supply for Corporation Work	The water will not be supplied by the Corporation. The Contractor has to make his own arrangements for supply of water. However on availability of water it can be supplied at the organisation Corporation rate and terms and conditions.
33.	Electric Supply	No power connection shall be provided. The Contractor shall make at his own cost his own arrangement for power connection, if required.
34.	Contractor to Protect the Work	The contractor shall make his own arrangements for protecting the Work / protection ageist obstructions from any anti-social elements by taking at his / their cost police protection or such other legal methods through law enforcing authorities and that the Corporation shall not be liable to compensate the contractor on this account. The Corporation would only forward the application of the contractor to the police Deptt. Without any liability against the Corporation on this account.
35.	Fencing, Watching and Lighting	The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or as required by the Engineer for the protection of the safety and convenience of those employed on the Works or the public. In the event of failure on the part of the Contractor, the Engineer may with or without notice to the Contractor put up a fence or improve a fence already put up or provide and/or improve the lighting or adopt such other measures as he may deem necessary, and all the cost of such procedures as may be adopted by the Engineer shall be borne by the Contractor. In addition the Engineer may impose such fines or penalty as the Engineer may deem reasonable, under Clause No. 53.
36.	Contractor's Liabilities & Insurance (Car Policy)	<p>From commencement to completion of the Works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof.</p> <p>The policy so obtained shall cover entire period of construction (including all extensions) and also shall cover the Defects Liability period. The policy shall be for the total Contract Sum.</p> <p>Before commencing execution of the Work, the Contractors shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage loss or injury which may occur to any property (Private, Government and/or Corporation) or to any person (including any employee of the Corporation) by or arising out of the contract.</p>

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		<p>All insurances (Car Policy) to be affected by the Contractors and/or his sub-contractors shall be taken out with Directorate of Insurance, Maharashtra State only. In case, however, a particular aspect is not covered under the policy to be obtained from the Directorate of Insurance, Maharashtra state, the Contractor will be allowed to have such insurance from other insurance company with the prior permission of the Commissioner.</p> <p>If the Contractor has a blanket insurance policy for all his Works and the policy covers all the items to be insured under this condition, the said policy shall be assigned by the Contractor, in favour of the Corporation; provided, however, if any amount is payable under the policy by the insurers in respect of Works other than the Works under this Contract, the same may be recovered by the Contractor directly from the insurers. The amount of claim to the extent payment made by Corporation shall be directly reimbursed to Corporation by insurer.</p> <p>PROVIDED always that the Contractor shall not be entitled to payment under the above provisions in respect of such loss or damage as have been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.</p> <p>Where a Corporation's Building or part thereof is rented by the Contractor or is allowed to be used by him, he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature as to which the decision of the Engineer shall be final and binding.</p> <p>The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may 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 whatsoever in respect of or in relation thereto.</p> <p>PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to the Corporation against any compensation or damage caused by the Excepted Risks.</p> <p>The Contractor shall at all times indemnify the 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 1923, Industrial Dispute Act 1947, Indian Factories Act 1948 and Maternity Benefit Act, 1961 or any modifications thereof and rules made there under 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 except where such accident or injury have resulted from any act of the Corporation, their agents or servants, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim without limiting his obligations and</p>
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		<p>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.</p> <p>The aforesaid insurance policies shall provide that they shall not be canceled till the Commissioner has agreed to their cancellations. The Contractor shall prove to the Engineer 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 after completion of Work for a period of not exceeding 12 months as per directives of Directorate of Insurance, Maharashtra State.</p> <p>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 Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer.</p> <p>If the Contractor and/or his sub-Contractors (if any) shall fail to effect and keep in force the insurance referred above for any other insurance which he/they may require to effect under the terms of Contract then and in any such case the Commissioner may without being bound 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 so paid by the Corporation plus 20 per cent 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.</p>
37.	Contractor to Preserve Peace	The Contractor shall at all times during the progress of the Work take all requisite precaution and use his best endeavors for preventing any riotous or unlawful behavior by or amongst the Workers and other employed on the Works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Works. He shall also pay the charges of such special police (if any) as the Engineer may deem necessary.
38.	Protection of Trees	Trees designated by the Engineer shall be protected from damage during the course of the Work and earth level within one metre of each such tree shall not be changed. Where necessary, such trees shall be protected by temporary fencing. All such cost shall be borne by the Contractor.
39.	Maintenance of Under-ground Utility Services	All the underground utility services such as water pipes, gas pipes, drains, sewers, cables etc., which may be met up in or about any excavation, shall if the Engineer deem it practicable, be properly maintained and protected by the Contractor himself or through other agency by means of shoring, strutting, planking over, padding or otherwise as directed by the Engineer during the progress of the Work without claiming any extra charges. Any damage to these underground utility services shall be immediately remedied by the Contractor or by other agency at his

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		<p>own cost, failing which the Engineer may with or without notice adopt such measures as he may deem necessary at the risk and cost of the Contractor.</p> <p>If on the other hand, the Engineer considers it impracticable for the Contractor to maintain any such underground utility services and that the exigencies of the Work necessitate, the breaking down, removal or diversion of the said utility services, the cost of such breaking down, removal or diversion including that of rebuilding, replacing, diverting and reinstating of any such utility services shall be paid to the Contractor if done by him. However, the cost of providing pumps, chutes or other appliances as the Engineer may direct for the raising or temporary passage of the water or sewage and the cost of pumping out or removing as often as the Engineer may direct, any water or sewage which may escape from any such underground utility services, shall be borne by the Contractor.</p> <p>The tenderer shall contact all the public bodies, etc. to know the under-ground services that may be encountered by him / them during the execution of the Work and account for the consequences of the site restraints while submitting their tenders. No compensation / cost shall be payable on account of any under-ground services which obstructs the Work and cause delay.</p>
40.	Precautions for Works in Thorough-Fares	<p>While the execution of any Work is in progress in any street or thoroughfare the Contractor at his own cost shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare, and for any drainage, water supply, or means of lighting or any other utility service which may be interrupted by reason of execution of the Work. Whenever it may be necessary to stop the traffic in any street or thoroughfare permission must first be obtained from the Engineer and the Contractor shall then put up such barriers and adopt such other measures or take precautions as may be necessary or as the Engineer may direct for regulation of traffic. The Work shall in such cases be executed night and day or for as long a period as practicable if so ordered by the Engineer, and with such speed &amp; vigour as he may require, so that the traffic may be impeded for as short a time as possible. The Contractor shall remove the barriers as soon as the necessity for them has ceased. Care shall be taken by the Contractor to cause the least possible obstruction to traffic during the progress of the Work.</p>
41.	Traffic	<p>The contractor shall have to make all necessary arrangements for regulating traffic day and night during the period of construction and to the entire satisfaction of the Engineer.</p> <p>This includes the construction and maintenance of diversions, if necessary, at no extra cost to the Corporation. The contractor shall provide necessary caution boards, barricades, flags and lights, watchmen etc. so as to comply with the latest Motor Vehicle</p>

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		Rules and Regulations and for traffic safety. The contractor shall be responsible for all claims for the accidents which may arise due to his negligence whether in regulating traffic or in stacking materials on the road or by any other reason.
42.	Pumping out Water	<p>The Contractor will be required to provide and operate at his own cost all pumps, engines and machinery requisite to keep the trenches for the sewer, drains or foundations and all other excavations clear of water whether subsoil water, storm waste or leakage from tanks, wells, drains, sewers, water-mains, tide water etc. so that there may be no accumulation of such water and no setting out may be done, no masonry may be laid, no concrete deposited, no joints made and no measurements taken in water. The pumping shall be continued so long after the execution of any portion of the Work as the Engineer may consider necessary for the Work to set. For the purpose of keeping the excavations as dry as possible the Work would, if necessary be divided into sections or separate portions as per best Engineering practices and temporary dams will have to be put up by the Contractor, sumps for the suction pipes to Work in, will have to be excavated by the Contractor at such distances apart and to such depths as the as per best Engineering practices. When the Work progresses other sumps must, from time to time, be excavated by the Contractor, disused sumps being filled up by him with dry rubble carefully hand packed to the satisfaction of the Engineer. The Contractor will not be paid extra for any temporary dams or sumps or their removal or refilling nor will such Works be taken into measurement in any way, unless otherwise provided.</p> <p>The Contractor shall not allow any accumulation of water either from the Discharge of his dewatering pumps or his water connections on site of his Work. The Contractor shall make proper provision for leading the pumped discharge to the nearest water entrance, storm water drain, manholes, or water course by means of a wooden or G.I. channel or hose pipe. Under no circumstances the discharge will be allowed to flow, along a paved surface. If an accumulation is unavoidable, it shall be treated with insecticides to the satisfaction of the Engineer. In case of failure to do this on the part of Contractor such accumulation shall be treated by the Corporation at the risk and cost of the Contractor.</p> <p>The contractors should note that under no circumstances any payment for pumping out water finding its way into trenches, hill cutting, excavated pits, Works site etc. from whatever sources will be permissible unless otherwise specifically mentioned in the tender.</p>
43.	Storage of Explosives	The Contractor shall obtain the previous permission of the competent authority such as the Chief of Fire Services for the Site, manner and method of storing explosives near the site of Work. All handling of explosives, including storage, transport shall be carried out under the rules approved by the “Explosives Department of the Government”.

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44.	Facilities to the Other Contractors	The contractor shall, in accordance with the requirements of the Engineer, afford all reasonable facilities to other Contractors engaged contemporaneously on separate Contracts in connection with the Works and for departmental labour and labour of any other properly organisation authority or statutory body which may be employed at the Site on execution of any Work not included in the Contract or of any Contract which the Corporation may enter into in connection with or ancillary to the Works.
45.	Prevention of Mosquito Breeding at Construction Site	(i)The contractor shall on the respective construction site install mosquito proof and accessible water storage tanks or to cover / protect the present water storage tanks properly. (ii) The contractor shall periodically give larvaecidal treatment to water storage tanks, sites of water stagnation, water collection. (iii) Any expenditure that may be incurred by the Corporation to ensure that the above conditions are fulfilled by the contractor will be debitable to contractors account and will be recovered from the bills of the contractor from time to time.
46.	Sanitation	The Contractor shall, at his own cost, make all necessary provisions for health and safety of his labour / employees. He shall, when required by the Engineer, provide proper latrines and urinals to the satisfaction of the Engineer in such numbers and in such localities as he may require, and shall take all steps necessary to compel his labour / employees to resort to such latrines and urinals, and shall dismiss from his employment and remove from the Works any one detected obeying the calls of nature in any place other than the conveniences allotted for such purposes. The said latrines shall be under the superintendence and orders of the Engineer or his subordinates.
47.	Not to Allow Huts	The Contractor shall, on no account, allow any huts to be erected on Corporation property unless otherwise permitted by the Engineer in writing, to be inhabited after sunset by anyone except the watchmen required for the Works, and none of his employees, except such watchmen as aforesaid, shall sleep at night on any part of the Works. In case of any offence committed by any of the labour or employees of the Contractor against any of the provisions of this condition the Contractor shall be liable to a penalty not exceeding Rupees Hundered for every such offense and the same shall be charged to the account of the Contractor.
48.	Treasure Trove Fossils etc.	All fossils, coins, articles of value or antiquity and structural and other remains things of geological or archaeological interest discovered in or upon the site shall be absolute property of the Corporation and the Contractor shall duly preserve them and shall take precautions to prevent his Workmen or any other person from removing or damaging any such articles or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer with such discovery and shall from time to time deliver the same to such person or persons as the Engineer may from time to time appoint to receive the same at the expense of the Corporation.

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49.	Patent' Right and Royalties	The contractor shall save harmless and indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine Work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or any of them.
50.	Quarry	i) Quarry for extraction of murum, stone, rubble or any other material shall not be made available by the corporation the contractor has to make his own arrangements for quarry at his cost. ii) The successful tenderer shall submit quarry permit from the competent authority before starting the Work .
51.	Photographs of The Works	No photographs of the Work or any part there of or equipment employed thereon shall be taken or permitted by the contractor to be taken by any of his employees or any employees of his sub- contractor without the prior approval of the Engineer in writing and no such photographs shall be published or otherwise circulated without the approval of the Engineer in writing.
52.	Notices to Local Bodies	(i) The contractor shall comply with and give all notices required under any Government Authority, Instrument, rule or order made under any Act of parliament, state laws or any regulation or Bye-laws of any local authorities or public utilities concern relating to Works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer a notice giving reasons for the proposed variation and obtained Engineer's instructions thereon. (ii) The contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of parliament, state laws or any Governmental Instrument, rule or order any regulations or bye-laws of any local authority or public utility concern in respect of the Works.
53.	Notices	Subject as otherwise provided in this contract all notice to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer or any officer for the time being entrusted with the functions, duties and powers of the Engineer. All instructions, notices and communications etc. under the contract shall be given in writing and if sent by registered post to the last known place or abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to him.
54.	Use of B.I.S. Specifications	In case where no particular specification is given for any article to be used under the contract, the relevant specification, where one B.I.S. exists, of the Beaur of

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		Indian Standards shall apply.
<b>PART – III WORK PROCEDURE</b>		
55.	Possession of Site and Access Thereto.	<p>The Corporation will, with the Engineer's notice to commence the Works, give to the Contractor possession of the Site.</p> <p>Such access, as is in accordance with the Contract, is to be provided by the Corporation as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 86 if any, and otherwise in accordance with such reasonable proposals as the Contractor shall, by notice to the Engineer make.</p> <p>The Corporation will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with such programme or proposals, as the case may be.</p>
56.	Failure to Give Possession	<p>The contractor should note that the site for Work may be made available by the Corporation in full or in part and that the contractor shall plan his Works to commensurate with the handing over the site. No claim of compensation on account of delay in making available the Site shall be payable to the contractor. However, time extension for completing the Work shall be given to the Contractor in case of such delay.</p>
57.	Unforeseeable Physical Obstructions or Conditions	<p>If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Contractor, determine:</p> <p>any extension of time to which the Contractor is entitled under Clause 80.</p>
58.	Drawings: Custody of Drawings	<p>The Drawings shall remain in the sole custody of Engineer, but two copies thereof shall be furnished to the Contractor free of charge. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Contract, the Contractor shall return to the Engineer all drawings provided under the Contract.</p>
59.	One copy of Drawing to be Kept on Site.	<p>One copy of the drawings, furnished to the Contractors as aforesaid, shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other persons organisation by the Engineer in writing.</p>
60.	Discrepancies in Drawings or Specifications	<p>The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and special conditions in preference to general conditions. Special conditions or dimensions given in</p>

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		<p>the specifications shall supersede all else. Should any discrepancies, however appear, or should any misunderstanding arise as to the meaning and import of the said specifications or drawings, or as to meaning and as to the to the dimensions or the quality of the materials or the due and proper execution of the Works, or as to the measurement or quality and valuation of the Works executed under this Contract, or as extra thereupon the same shall be explained by the Engineer be binding upon the Contractor and Contractor shall be execute the Work according such explanation (subject as aforesaid) and without extra charge or deduction to or from the contract and shall also do all such Work and things as may be © for the proper completion of Works as implied by the Drawings and Specifications, even though such Works and things are not specifically shown and described in the said Drawings and Specifications. The final decision of the Commissioner in case a reference be made to him under Clause No. 89 be binding upon the Contractor and Contractor shall execute the Works according to such explanation ( subject to aforesaid ) and shall also do all such Works and required things as may be necessary for the proper completion of Works as implied by the drawings and specifications, even though such Works and things are not specifically shown and described in the said drawings and specifications.</p>
61.	Engineer to have Power to Issue Further Drawings or Instructions	<p>The Engineer shall have the power and authority from time to time and at all times to make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the Contractor and the good and sufficient execution of the Works according to terms of the specifications and Contractor shall receive, execute obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification. The Engineer may also alter or vary the levels or position of any Works contemplated by the specifications, or may order any of the Works contemplated thereby to be omitted, with or without the substitution of any other Works in lieu thereof, or may order any Work or any portion of Work executed or partially executed, to be removed, changed or altered, and if needful, may order that other Works shall be substituted instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract as provided under the Clause No. 101 and 102.</p> <p>No Work which radically changes the original nature of the Contract shall be ordered by the Engineer and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of Contract he shall nevertheless carry it out and disagreement as to the nature of the Work and the rate to be paid therefore shall be resolved in accordance with Clause No.114.</p> <p>The time for completion of the Works, shall in the</p>

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		event of any deviations resulting in additional cost over the Contract Sum being ordered, be extended or reduced reasonably by the Engineer. The Engineer's decision in this case shall be final.
62.	Levels	All levels referred to in connection with these Works are based on Great Trigonometric survey (G.T.S.) levels. The Contractor should also keep the leveling instrument in good Working condition through out the period of construction Work on site.
63.	Setting Out the Work.	The Engineer shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the works. The Contractor shall provide all setting out apparatus at his own cost, such as leveling instruments in good working condition and appliances, all pegs, ranging rods, long measuring rods, marked metres and organisation and each metre and organisation numbered, pots and sight-rails, boning rods, moulds, templates, etc. together with any reasonable number of labourers that may be required and set out the work and be responsible for the accuracy of the same. The Contractor shall amend at his own cost and to the satisfaction of the Engineer any error found at any stage which may arise through inaccurate setting out. The Contractor shall protect and preserve all bench marks used in setting out the work till the end of Defects Liability period unless the Engineer directs its early removal. The Contractor should also keep leveling instrument in good working condition throughout the period of construction work on site.
64.	Works Closed Between Sunset and Sunrise or on Sundays and Holidays	<p>No Work shall be done between sunset and sunrise or on Sunday or Municipal holidays and except with the special sanction of the Engineer in writing previously obtained and the withholding of such sanctions shall be no ground of complaint on the part of contractor or cause for compensation to him, or excuse for not completing the Work within the contract period. The period within which the Work has to be carried out and completed has been fixed in terms of this clause with the provision that the total number of hours of Work permissible shall not exceed 48 hours in a week and in no case more than 8 hours on any Working day, the actual time within which the said hours shall be Worked being subject to mutual arrangements with the Contractor at the commencement of the Works or from time to time as may be required and provided that all Works shall be stopped for rest and meals for one hour at about mid-day exclusive of the permissible hours aforesaid for the Works.</p> <p>Though sanction may be accorded to the Contractor to Work on days and at times otherwise normally non-permissible under this Contract, the Contractor shall be required to bear the cost for such supervision as in the opinion of the Engineer may be necessary at these times.</p> <p>It should be distinctly understood that the granting of permission to Work extra hours or to Work on Sundays and holidays will be entirely at the discretion of the Engineer and cannot be claimed by the contractor as a matter of right.</p>

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		<p>If on the other hand the Engineer requires that the Work shall be proceeded with on days and at times otherwise normally non-permissible under this contract the contractor shall proceed with the Work but he will not be required in such cases to bear the cost of the Municipal establishment employed at the time.</p> <p>The contractor at all times during the continuance of this contract shall in all his dealings with local labour for the time being employed on the Works contemplated by this contract have due regard to all local festivals and religious or other customs and all disputes, matters and questions arising between the contractor and any of his agent on the one hand and any local labour on the other hand with respect to any matter or thing in any way connected with this contract shall be decided by the Commissioner whose decision shall be final and binding on all parties.</p>
65.	Work to be in Accordance with Contract.	The Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Engineer.
66.	Duties and Powers of the Engineer's Representative	<p>The duties of the representative of the Engineer are to check, watch and supervise Work and to test and examine any material to be used or Workmanship employed in connection with the Works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract nor to except as expressly provided here under or elsewhere in the contract to order any Work involving delay or any extra payment by the Corporation or to make any variation of or in the Works.</p> <p>Failure of the representative of the Engineer to disapprove any Work or material shall not prejudice the power of the Engineer thereafter to disapprove such Work or material and to order the pulling down, removal or breaking up thereof.</p> <p>If the contractor shall be dissatisfied with any decision of the representative of the Engineer he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.</p>
67.	Engineer's Decision	The whole of the Work shall be under the direction of the Engineer, whose decision shall be final, conclusive and binding on all parties to the contract, on all questions relating to the construction and meaning of plans, Working drawings, sections and specifications connected with the Work.
68.	Instructions to Contractor	<p>The Contractor or his agent shall be in attendance at the site(s) during all Working hours and shall supervise the execution of the Works with such additional assistance in each trade as the Engineer may consider necessary. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.</p> <p>The Engineer shall communicate or confirm his instruction to the Contractor in respect of the execution of Work in a "Works site order Book" maintained in the office of the Engineer and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor he shall be furnished a certified true copy of such instruction(s). If the Contractor fails to comply with the instruction(s) of the Engineer, the Engineer may impose the daily penalty of Rs.500 (Rupees Five Hundred) for each of such defaults.</p>

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		This penalty will not prejudice the right of the Municipal Commissioner or the Engineer to claim compensation.
69.	Work Order Book	A Work order book shall be maintained on site and it shall be the property of Corporation and the Contractor shall promptly sign orders given therein by Engineer or his representatives and his superior officers and comply with them. The Contractor shall report the compliance in good time so that it can be checked. The contractor will be allowed to copy out instruction therein from time to time.
70.	Management Meeting	Either the Engineer or the Contractors may require the other to attend Management meeting. The business of a management meeting shall be to review the plans for remaining Works. Engineers shall record the business of management meetings and is to provide copies of his record to those attending the meetings. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meetings or after the management meetings and stated in writing to all who attend the meetings.
71.	Materials	(a) Material to be provided by the Contractor: The Contractor shall, at his own expense, provide all materials required for the Works. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, furnish proof to the satisfaction of the Engineer that the materials so comply. Contractor shall produce proof viz. challans, bills, vouchers etc. so as to ensure that the material was brought on site and quantities used as per the norms, specifications etc. Officers of the Corporation concerned with the Work shall be entitled at any time to inspect and examine any material intended to be used in or on the Works either on the site or at factory or Workshop or other places where such materials are assembled, fabricated or manufactured or at any place(s) where these are laying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination. The materials brought on site outside Working hours shall be stacked separately till they are inspected by the Engineer or his representative. All materials brought to the site shall not be removed off the site without the prior written approval of the Engineer. But whenever the Works are finally completed the Contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him. The Contractor shall, at his own expense and without delay, supply to the Engineer samples of materials proposed to be used in the Works. The Engineer shall within seven days of supply of samples or within such further period as he may require and intimated to the Contractor in writing, inform the Contractor whether the samples are approved by him or not. If the samples are not approved the Contractor shall forthwith arrange to supply to the Engineer for approval fresh samples complying with the specifications laid down in the contract. The Engineer shall have full powers to require removal of any or all of the materials brought to site by the

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		<p>Contractor which are not in accordance with the contract specifications or which do not conform in character or quality to the samples approved by him. In case of default on the part of the Contractor in removing the rejected materials, the Engineer shall be at liberty to have them removed by other means. The Engineer shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution shall be borne by the Contractor.</p> <p>Subject as hereinafter provided in Clause No.98 all charges on account of Octroi, terminal or sales tax and other duties on material obtained for the Works from any source shall be borne by the Contractor.</p> <p>The Engineer shall be entitled to have tests carried out as specified in the contract for any materials supplied by the Contractor other than those for which as stated above, satisfactory proof has already been produced, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer may require for the purpose.</p> <p>If no tests are specified in the contract, and such tests are required by the Engineer the Contractor shall provide all facilities required for the purpose and charges for these tests shall be borne by the Contractor only if the tests disclose that the said materials are not in accordance with the provision of the contract.</p> <p>The cost of the materials consumed in test shall be borne by the Contractor in all cases except when otherwise provided.</p> <p>For carrying out tests on soil, cement, sand, aggregate, brick and concrete etc. the standard will be as prescribed in relevant I.S. The Engineer may direct the Contractors to get the samples of materials tested in CIDCO, PWD, VJTI, IIT, or any approved laboratory out of those accredited by National Accreditation Board of Laboratories, Govt. of India. The results of the tests shall be binding on the Contractor and Corporation. In case the Contractor disputes the results of tests, it is open for him to ask for the re-testing in which case the cost shall be borne by the Contractor. The decision of the Engineer on acceptability or re-testing by Corporation or testing again independently in VJTI or IIT will be binding on both the parties to the contract.</p>
72.	Stock of Materials Required	<p>(a) The Contractor shall at his own expense provide and furnish himself with sheds and yards in such situations and in such numbers as, in the opinion of the Engineer are requisite for carrying out the Works under this contract, and the Contractor shall keep at each of such sheds and yards a sufficient quantity of materials in stock so as not to delay the carrying out the Works with due expedition and the Engineer and his subordinates shall have free access to the said sheds or yards at any time for the purpose of inspecting the stock of materials so kept in hand any material or article, which the Engineer may object to, shall not be brought upon or used in the Work but shall be forthwith removed from the sheds or yards by the Contractor at his own cost. The Contractor will however be allowed to use for the above purpose the completed portion of the buildings if available.</p>

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		<p>(b) General :</p> <p><i>Cement brought on site by the Contractors shall be stored in waterproof godown with two locks on each door. The key of one lock of each door shall remain with the Engineer or his representative and that of the other lock with the Contractor's organisation agent at site of Works so that cement is removed from the godown only according to daily requirements with the knowledge of both the parties.</i></p>
73.	Production of Vouchers	The Contractor shall, produce all quotations, invoices vouchers and accounts or receipts etc. to prove that the materials supplied by him are in conformity with the specifications laid down in the Contract and the same are brought to the site and utilized on the said Works.
74.	Plant and Equipment	<p>The Contractor shall arrange at his own expense all tools, plant and equipment required for execution of Works. If required by the Contractor and if available the Corporation may supply such of the tools, plant and equipment as are available, to the Contractor at the rates and terms to be specified by the Engineer. No tools, plant and equipment once brought to the Work site shall be removed without the written permission or order of the Engineer, until he has certified the completion of the Work.</p> <p>If any Tools, Plants and equipment brought on site, are in the opinion of the Engineer inefficient, bad or of inferior quality or are unsuited for the Works then such tools, plant and equipment shall not be used on the Works but shall be removed by the Contractor at his own expense within twenty four hours after the service of a written order or notice from the Engineer to that effect and fresh tools, plant and equipment be substituted in lieu of that ordered to be removed by the Engineer.</p>
75.	Inspection & Approval	<p>All Works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer or his organisation representative when each stage is ready. In default of such notice, the Engineer shall be entitled to appraise the quality and extent thereof.</p> <p>No Work shall be covered up or put out of view without the approval of the Engineer or his organisation representative and the Contractor shall afford full opportunity for examination and measurement of any Work which is about to be covered up or out of view and for examination of foundation before permanent Work is placed thereon.</p> <p>The Contractor shall give due notice to the Engineer or his organisation representative whenever any such Work or foundation is ready for examination and the Engineer or his representative shall without unreasonable delay, unless he considers it necessary and informs the Contractor in writing accordingly, attend for the purpose of examining and measuring such Work or examining such foundations. In the event of the failure of the Contractor to give such notice he shall, if required by the Engineer, uncover such Work at the Contractor's expense.</p> <p>Departmental officers concerned with the Works shall have powers at any time to inspect examine any part of the Works and the Contractor shall give such facilities as may be required for such inspection &amp; examination.</p>

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76.	Uncovering and Making Good	No part of the Works shall be covered up or put out of view without the approval of the Engineer. The Contractor shall uncover any part of the Works and/or make opening in or through the same as the Engineer may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer, if any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the contract, the expenses of uncovering and/or making openings in or through, reinstating and making good the same shall be borne by the Corporation. In any other case all such expenses shall be borne by the Contractor.
77.	Contractor to Search	The Contractor shall, if required by the Engineer in writing, search under the direction of the Engineer for the cause of any defect, imperfection or fault appearing during the progress of the Work or in the period of maintenance. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the contract, the cost of the Work carried out by the Contractor in searching as aforesaid shall be borne by the Corporation. If such defect, imperfection or fault shall be one for which Contractor is liable as aforesaid, the cost of the Work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault, at his own expense.
78.	Default of Contractor in Compliance	In case of default on the part of the Contractor in carrying out such instruction within the time specified therein or, if non, within a reasonable time, the Corporation shall be entitled to employ any other persons to carry out the same and all costs consequent thereon or incidental thereto shall, after due consultation with the Corporation and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Corporation from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly.
79.	Urgent Works	If any Urgent Work (in respect whereof the decision of the Engineer shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer may by his own or other Work people, carry it out as he may consider necessary. If the urgent Work shall be such as the Contractor is liable under the contract to carry out at his expense all expense incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.
<b>PART – IV</b> <b><u>TIME SCHEDULE AND DELAYS</u></b>		
80.	Commencement Time	The time allowed for execution for the Works as specified in the contract documents shall be the

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		<p>essence of the contract. The execution of the Works shall commence from the date specified by the Engineer in writing. If the Contractor fails or neglects to commence the execution of the Works as aforesaid, the Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the security deposit absolutely.</p>
81.	Extension of Time for Completion due to Monsoon.	<p>In any case where the time prescribed for completion of any Work is exclusive of monsoon period. No new trench Work should be started after 15<sup>th</sup> May and existing trenches are required to be reinstated by 31<sup>st</sup> May every year. The site shall be cleared in all respect including removal of surplus material on or before 10<sup>th</sup> June of every year. The monsoon period shall be deemed to be from 10<sup>th</sup> June to 30<sup>th</sup> Sept. of the calendar year.</p> <p>However, if the Contractor is permitted by the Engineer to Work during any monsoon. Period, all such period shall be taken into account for the calculating the contract period on pro-rata basis as under.</p> <div><div><div>Cost of Work done</div><div>Effective during monsoon</div><div>days</div></div><div>=</div><div><div>-----</div><div>Total cost of</div><div>Contract Work</div></div><div>x</div><div><div>No. of days of</div><div>Contract period</div></div></div> <p>In the event of the Contractor failing to comply with this condition. He shall be liable to pay as compensation as stated in Clause No.90.</p>
82.	Extension of Time due to Unforsean events	<p>If the work be delayed by –</p> <div><div>(a)Force measure such as acts of God, act of public enemy, act of government, floods, epidemics etc. or</div><div>(b) Abnormally bad weather, or</div><div>I Serious loss or damage by fire or</div><div>(d) Civil commotion, local combination of workmen, strike or lockout affecting any of the trades employed on the work, or</div><div>(e) Delay on the part of other Contractor or tradesmen engaged by the Municipal Corporation in executing works not forming part of the contract or</div></div> <div><div>(f) The reasons stated in condition No 84 and 85.</div><div>(g) Any other cause, in the absolute discretion of the Engineer.</div><div>Then upon the happening of any such event causing delay, the Contractor shall immediately give notice there of in writing to the Engineer but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonable required to the satisfaction of the Engineer to proceed with the work.</div></div> <p>Request for extension of time, to be eligible for consideration shall be made by the Contractor in writing within 14 (fourteen) days of the happening of the event causing delay. The Contractor may also, if practicable indicate in such a request the period for which extension is desired. In any such case, the</p>

		<p>engineer may give a fair reasonable extension of time for completion of individual items or groups of items of work for which separate periods of completion are specified in the contract or the contract as whole. The decision of the Engineer in regard to the extension will be communicated to the Contractor in writing within a reasonable time and the Contractor shall also be paid such compensation that in the opinion of the Engineer is fair and reasonable to cover the delays resulting from the provisions under the sub clause (e) above.</p> <p>The time extended for completing the work shall be the essence of the contract for the period extended.</p>
83.	Network Schedule & Monthly Progress Reports	<p>(a) On award of the contract, the Contractor shall submit the time schedule for the Works in the ' form of PERT Net Works or Bar chart.</p> <p>(b) The schedules shall be prepared in direct relations to the time stated in the contract documents for completion of items or groups of items of Work and or the contract as a whole. It shall indicate the dates of commencement and completion of various activities of the Work. And should contain no activities with a duration greater than 28 days. Milestones would be so determined that at least 10 percent of the events are milestones and no two milestones are more than 3 months apart.</p> <p>The Engineer may approve the Schedule as submitted or suggest modifications as he thinks necessary. The Contractor shall modify the chart accordingly and obtain Engineer's approval.</p> <p>(c) The finalized Network may be amended from time to time, if felt necessary by the Contractor, with the approval of the Engineer.</p> <p>(d) A fixed sum shall be held in abeyance at the time of the next interim payment for non-attainment of each milestone in the Network and shall be released only on completion of the Work after deducting the compensation for delay if there is Contractor's fault as per provision in Clause No. 86 and penalty covered under Clause No. 53. The fixed sum shall be:</p> <p>Rs.10,000/- for all contracts over Rs.25 Lakhs and upto the value of Rs.100 Lakhs.  Rs.20,000/- for all contracts over Rs. 1 crore and upto the value of Rs.5 crores  Rs.35,000/- for all contracts over Rs. 5 crores and upto the value of Rs.10 crores.  Rs.50,000/- for all contracts over Rs.10 crores.</p> <p>If the attainment of the milestones is delayed for reason not attributable to the Contractors no moneys will be held in abeyance.</p>
84.	Disruption of Progress for Lack of Drawings.	<p>The Contractor shall give written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if</p>

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		it is late.
85.	Delays of Drawings	If by reason of any failure or inability of the Engineer to issue within a time reasonable in all the circumstances any drawing or order requested by the Contractor in accordance with the clause 84 of this condition the Contractor suffers delay, then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under sub-clause (g) of Clause No. 82 hereof. No monetary claim will be entertained on this account.
86.	Monthly Report	The Contractors will be required to submit the monthly progress reports by the 2 <sup>nd</sup> day of the following month to the Engineer Failure on the part of the Contractor to submit monthly report in time will attract action as per Clause No.83.
87.	Rate of Progress.	If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any Work at night or on locally recognized days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Clause, involve the Corporation in additional supervision costs, such costs shall be determined by the Engineer and shall be recoverable from the Contractor, and may be deducted by the Corporation from any monies due or to become due to the Contractor and the Engineer shall notify the Contractors accordingly.
88.	Suspension of Work	<p>(a) The Contractor shall, on receipt of the order in writing of the Engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary for any of the following reasons: -</p> <p>(i) On account of continued non-compliance of the instructions of the Engineer or any other default on the part of the Contractor, or</p> <p>ii) for proper execution of the Works or part thereof for reasons other than the default of the Contractor, or</p> <p>(iii) for safety of the Works or part thereof.</p> <p>The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer.</p> <p>(b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above, the Contractor shall be entitled to an extension of time equal to the period of every such suspension plus a reasonable time</p>

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		<p>as decided by the Engineer.</p> <p>I If the suspension is ordered for reasons of (i) in sub-para (a) above, the Engineer shall have powers to suspend the payment under the contract. Such suspension of payment may be continued until default shall have been rectified.</p>
89.	Stoppage / Alteration / Restriction of Work.	<p>1) If at any time after the execution the contract documents the Engineer shall for any reason whatsoever (other than default on the part of Contractor for which the corporation is entitled to rescind the contract) desires that the whole or any part of the Work specified in the tender should be suspended for any period or that the whole or part of the Work should not be carried out, at all he shall give to the Contractor a notice in writing of such desire and upon the receipt of such notice the Contractor shall forthwith suspend of stop the Work wholly or in art 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 there of provided that the decision of the Engineer as to the stage at which the Work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the Contractor. The Contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.</p> <p>2) Where the total suspension of Work ordered as aforesaid continued for a continues period exceeding 90 days the Contractor shall be liberty to withdraw from the contractual obligations under the contract so far as it pertains to unexecuted part of the Work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurement of the Work already done and to pay final bill. Upon giving such notice the Contractor shall be deemed to have been charged from his obligations to complete the remaining unexecuted Work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurements and make such payments as may be finally due to the Contractor within a period of 90days from the receipt of such notice in respect of the Work already done by the Contractor. Such payment shall not in any manner prejudice the right of the Contractor to any further compensation under the remaining provisions of this clause.</p> <p>3) Where the Engineer required the Contractor to suspend the Work for a period in excess of 30 days at any time or 60 days in the aggregate, the Contractor shall be entire to apply to the Engineer within 30 days of the resumption of Work after such suspension for payment of composition to the extent of pecuniary loss suffered by him in respect of Working machinery</p>

		<p>remain ideal on the site of on the account of his having and to pay the salary or wages of, labour engaged by him during the said period of suspension provided always that the Contractor shall not be entitled to any claim in respect of any such Working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect or any suspension whatsoever occasioned by unsatisfactory Work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the Contractor.</p> <p>4) In the event of –</p> <p>i) Any total stoppage of Work on notice from Engineer under sub clause (1) in that behalf.</p> <p>ii) Withdrawal by the Contractor from the contractual obligations complete the remaining unexecuted Work under sub clause (2) on account of continued suspension of Work for a period exceeding 90 days.</p> <p>It shall be open to the Contractor, within 90 days from the service of (i) the notice of stoppage of Work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of Work (iii) notice under clause 20 (1) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted Work, before receipt by him of the notice of stoppage, suspension or curtailment and require Government to take over on payment such material at the rated determine by the Engineer provided, however, such rates shall in no case exceed the rates at which the same was acquired by the Contractor. The corporation shall thereafter take over the materials so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted Work as specified in the accepted tender and are of quality and specifications approved by the Engineer.</p>
90.	Liquidated Damages for Delay.	<p>If the Contractor fails to complete the Works and clear the Site on or before the Contract or extended Date(s)/period(s) of completion, he shall, without prejudice to any other right or remedy of Corporation on account of such breach, pay as agreed compensation, amount calculated as stipulated below (or such smaller amount as may be fixed by the Engineer) on the Contract Value of the whole Work or on the Contract Value of the item or group of items of Work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the Work of item or group of items of Work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose the term “Contract Value” shall be the value of the Work at Contract Rates as ordered including the value of all deviations ordered:</p> <p>(a) Completion period for @ 1 percent</p>

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		<p>(originally stipulated per week or as extended ) not exceeding 6 months</p> <p>(b) Completion period for @1/2 percent (as originally stipulated per week as extended ) exceeding 6 months and not exceeding 2 years</p> <p>(c)Completion period (as @ ¼ percent originally stipulated per week or as extended ) exceeding 2 years</p> <p>the under noted percentage of the Contract Value of the item or group of items of Work for which a separate period of completion is given.</p> <p>When the delay is not a full week or in multiple of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved.</p> <p>Provided always that the total amount of compensation for delay to be paid this condition shall not exceed</p> <p>(a)Completion period (as 10 percent originally stipulated or as extended ). Not exceeding 6 months</p> <p>(b) Completion period 7 ½ percent (as originally stipulated or as extended ) exceeding 6 months and not exceeding 2 years</p> <p>(c)Completion period 5 percent (as originally stipulated or as extended ) exceeding 2 years</p> <p>The amount of liquidated damages may be adjusted set off against any sum payable to the Contractor under this or any other contract with the corporation or from the security deposit of the Contractor entirely at the discretion of the corporation.</p>
<b>PART – V</b> <b><u>BILLS AND PAYMENTS</u></b>		
91.	Method of Measurement	Except where any general or detailed description of the Work in bills of quantities or schedule of Works/items/quantities expressly shown to the contrary, bills of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates /specifications notwithstanding any provision in the relevant standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the schedule of rates/ specifications, measurement shall be taken in accordance with the relevant Standard specifications published by PWD Govt. of Maharastra and for the works not covered in this publication, measurements shall be taken as per the codes by Bureau of Indian



		standards. .
92.	Records and Measurement	<p>The Contractor shall submit to the Engineer the monthly statements of the estimated value of the work completed less than the cumulative amount certified previously. The monthly statements shall be in the bill form specified by the Engineer and it shall be submitted on or before the date instructed by the Engineer. These monthly bills shall be supported with detailed measurements for the gross quantity of the work done duly deducting the gross quantity paid in the previous bill. The Contractor is permitted to copy down the corrections in the bills paid as per the Engineers certification. Upon receipt of the bill and measurements by the Contractors, the Engineer shall except as otherwise stated ascertain and determine by measurement the value in accordance with the contract of work done in accordance therewith.</p> <p>All items having a financial value shall be entered in measurement Book etc. as prescribed by the corporation so that a complete record is obtained of all the Works performed under the contract.</p> <p>Measurements shall be taken jointly by the Engineer or his organisation representative and by the Contractor or his organisation representative. Before taking measurements of any work the Engineer or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an organisation representative for measurement after such a notice or fails to countersign or the objection within a week from the date of measurement , then in any such event measurement taken by the Engineer or by the person deputed by him shall be taken to be correct measurements of the works and shall be binding on the Contractor.</p> <p>The Contractor shall, without any extra charge, provide assistance with every appliance and other things necessary for measurements.</p> <p>Measurements shall be signed and dated by both parties each day (of taking measurement) on the site on completion of measurement.</p>
93.	Payments of Bills and Other Claims	The payment of bills and other claims arising out of the contract will be made by Account Payee Cheque drawn in the name of 'Agency'.
94.	Full Provisions	<p>The rates inserted by the corporation against various items of Work detailed in various parts of scheduled shall be deemed to include every allowance necessary, without extra measurement or charge for meeting the requirement of various components/ parts of the contract documents (viz particular specifications, PWD of standard specifications, Maharashtra schedule of rates, MOST specifications, BIS specifications, Special Conditions, preambles and notes to schedule of items description of schedule items which shall all be read together and any or of the following unless specifically provided for the contrary.</p> <p>a) Compliance with all the conditions of contract</p>

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		<p>including General Conditions of Contract, schedule of rates and Quantities, Particular Specifications, Drawings including Notes thereon, Specifications in standard Specifications of PWD of Maharashtra and MJP relevant Indian Standard Specifications wherever applicable. However, in case of any discrepancy between drawing and tender, the tender item and specification shall prevail. If there is discrepancy in tender specifications, the order of preference shall be 1<sup>st</sup> specification of Maharashtra State PWD, MJP, MOST and lastly BIS.</p> <p>b) All labour, materials, tool and plants, equipments and transport which may be required in preparation for and in the full and entire execution and completion of the Works including waste of materials, carriage and cartage, carrying in, return of empties, hoisting, setting, fixtures and fittings in position.</p> <p>c) Local conditions: Nature of Works, local facilities for supply of labour and materials accessibility's to sites and all other matters effecting the execution and completion of the Works.</p> <p>d) Duties etc: Payments of any Octroi, Terminal Tax, Sales Tax, Turnover Tax, Contract Sales Tax, Toll Tax, Ground Rent, Royalty, Environmental Cess, Local Bodies Cess, Taxes or any duties on materials obtained for the Works and any duties in respect of patent rights.</p> <p>e) Supervision : Competent supervision of the Work.</p> <p>f) Labour: Reasonable terms and conditions of employment, liability to pay compensation, Wages as per statutory enactment's, temporary accommodation, sanitation, compliance with contract labour act <u>1970</u> (Regulation and Abolition).</p> <p>g) Water: Provision of all water required including temporary plumbing and connection.</p> <p>h) Temporary Work Shops, Stores, Offices, Labour Camps etc. Provisions of such structures required for efficient execution of the Works and removing and cleaning up site on completion of Works.</p> <p>i) Precautions Against Risks: Precautions to prevent loss or damage from all or any risk, insurance of sheds or any temporary accommodation provided by the corporation watching and lighting, provisions pertaining to the General Conditions of Contract.</p> <p>j) Notices, Fees etc.: Compliance with statutory provisions of regulations and/ or bye laws of any local authority and/ or any public service company or authority affected by the Works.</p> <p>k) Setting the Works including all apparatus required.</p> <p>l) Site Drainage: Removal of all water that may accumulate due to spring, sub soil water, flood/tides and any other causes on the site during the progress of the Work.</p> <p>m) Execution of Work in Workmanlike manner, facilities for inspection etc.</p> <p>n) Rectification of bad Work: Rectification and/ or removal and reconstruction of any Work which (as decided by the Engineer) has been executed with unsound or imperfect materials or unskilled</p>
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		<p>Workmanship or of a quality inferior to that contracted for, whether during construction or reconstruction prior to the expiry of the Defect Liability period.</p> <p>o) Responsibility for damages and loss of all construction materials etc., at the site until handing over to the corporation.</p> <p>p) Removal of Rubbish: Removal of Rubbish &amp; debris &amp; cleaning of any dirt before handing over all completion of woks.</p> <p>q) Cleaning site and Works: Removal by the Contractor off the site, of any tools, plats &amp; materials and sweeping building, washing floors, cleaning joineries &amp; removal of splashes of asphalt leaving the whole site neat and tidy.</p> <p>r) Completion: Completing the Work to the satisfaction of the Engineer on or before stipulated the date of completion.</p> <p>s) Difficult position: Accessibility or otherwise to site, easy or difficult position in Works.</p> <p>t) Errors: Rectification of all defects during construction &amp; defect liability period to the satisfaction of Engineer.</p> <p>u) Curved Works etc. Works of any quantity, size or shape whether level, inclined, curved, battered etc.</p> <p>v) Maker's Instruction: Compliance with make's instructions in the case of proprietary articles, factory made good of precast items.</p> <p>w) Waste: All waste laps, seams, joints (rough or fair cutting) straight/ raking, circular and making good.</p> <p>x) Artificial Lights: To include all lighting/Kerosene or electric power as the case may be when need arises for use of lighting while carrying out Works.</p> <p>Construction of approaches to the site of Work. Making arrangements for proper access to Works in the form of stairs, ladders, lifts etc. as ordered by the Engineer – in – Charge for proper supervisions, testing and or inspection of Works including material during construction &amp; defect liability period.</p>
95.	Interim Payment	<p>Interim bills shall be submitted by the Contractor from time to time (but at an interval of not less than one month) for the Works executed. The Engineer shall arrange to have the bills verified by taking or causing to be taken, where necessary, the requisite measurement of Work. The joint measurement shall not be an excuse for the Contractor to submit intermediate bills at monthly or intervals not less than a month. All interim bills shall be first submitted by the Contractor with detailed measurements and thereafter only the Engineer or his organisation representative shall carry out joint verifications or otherwise on record in the measurement book before certification of the bills.</p> <p>Payment on account for amount admissible shall be made on the Engineer certifying the sum to which the Contractor is considered entitled by way of interim payment for all the Work executed, after deducting there from the amount already paid, the security deposit/retention money and such other</p>

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		<p>amounts as may be deductible or recoverable in terms of the contract.</p> <p>No interim payment will be admitted until such time the Contractor have fully complied with the requirement of the Condition 84 concerning submission and approval of NetWork Schedule for the Works, as detailed in Condition 83. A fixed sum shall be held in abeyance at the time of next interim payment for non attainment of each milestone in the NetWork and shall be released only on attainment of the said milestone</p>
96.	Modification of Interim Certificate.	<p>An interim certificate given relating to Work done or material delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer supporting an interim payment shall of itself be conclusive evidence that any Work or materials to which it relates is/are in accordance with the contract.</p>
97.	Income Tax	<p>The Contractor shall pay Indian Income Tax on all payments made to him under the Contract, other than reimbursements made to him by the Corporation to cover payment by Contractor of minor custom duties etc., or any other payment which the Contractor may make on the Corporation's behalf. Under the provisions of Sec. 194-C of the Indian Income Tax Act, the Corporation is required to deduct Tax with surcharge at source at prevailing rates from the gross amount of each bill submitted. Any expatriate site staff or staff not normally residents of India, employed by the Contractor shall pay personal Income Tax on all money earned and paid in India. The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.</p>
98.	Payment of Taxes	<p>The contractor shall pay all the taxes directly to respective organizations &amp; to the Government. The Corporation shall not take any responsibility for any kind of tax payment to the Government or semi Government bodies at any point of time.</p> <p>The prices quoted by the Contractor shall include all customs duties, import duties, excise duties, business taxes, income and other taxes that may be levied in accordance to the laws and regulation in-force on the Contractor's Equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the contract and on the services to be performed under the contract. Nothing in the contract shall relieve the contractor from his responsibility to pay any tax that may be levied or on profits made by him in respect of the contract.</p> <p>The contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.</p> <p>Charges on account of Octroi, terminal or Sales Tax and other duties on material obtained for the Works from any source including the tax applicable as per Maharashtra Sales Tax Act on the transfer of</p>

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		<p>property in the goods involved in the execution of Works contract (re-enacted) Act, 1991 etc. shall be borne by the Contractor. Under the provisions of the Maharashtra Sales Tax Act, the Corporation is required to deduct Turnover Tax at source at the rates prevailing at the time of payments.</p> <p>The contractor shall submit <b>form – 31</b> or such other forms as are prescribed under the said act which is required to be produced by the principle employer in the events of any notice by the Sales Tax Department within one month of issue of letter of acceptance.</p>
99.	Deduction of Contract Sales Tax / Turnover tax.	The Contractors are required to produce their registration for contract sales tax/turnover tax to the department before releasing the 1 <sup>st</sup> R.A. bill for the Work executed by them, failing which, no payment shall be release.
100.	Provisional Sums.	<p>(1) "Provisional sum" means a sum included in the contract and so designated in the Bill of Quantities for the execution of Work or supply of goods, materials or services or for contingencies, which sum may be used, in whole or in part, or not at all, at the direction and discretion of the Engineer. The contract price shall include only such amounts in respect of the Work, supply or service to which such provisional sum relate as the Engineer shall approve or determine in accordance with this clause.</p> <p>(2) In respect of every provisional sum the Engineer shall have power to order to execute the Work, including goods, materials or services to be supplied by the Contractor. The contract price shall include the value of such Work executed or such goods, material or services supplied determined in accordance with Clause No. 102.</p> <p>(3) The Contractor shall produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of provisional sums.</p>
101.	Rates for Excess Items.	<p>Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate. For purpose of this contract, the variations/deviations in carrying out the items of work shall not exceed plus or minus 25 percent of contract sum. The deviation/variation in the quantity of individual items shall not be taken as deviation or variation in the contract. The difference between the total value of the work done and the Contract sum as defined above will be only be considered for deviation/variation.</p> <p>The Contractor shall arrive at the rates after carefully preparing the rate analysis taking into consideration site conditions. For increase upto 25 percent over the quantity shown in the bill of quantities shall be paid at, the rate mentioned in the bill of quantities. However, if the quantity increases beyond 25 percent of quantity shown in the bill of quantities the excess</p>

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		quantity beyond 25 percent shall be priced as under: The rate shall be worked out based on schedule rate with Contractor's quoted percentage or current district schedule of rates without Contractor's quoted percentage, which ever is less.
102.	Rates for Extra Items.	<p>Rates for such additional altered or, substituted Work shall be determined as follows:</p> <p>i) If rate for additional, altered or substituted item of Work is specified in the bill of quantities and rates, the Contractor shall carry out the additional, altered or substituted item at the same rate, subject to 100 above.</p> <p>ii) If rate for any additional, altered or substituted item of Work is not included in the bill of quantities and rates, such item of Work shall be carried out at the relevant Corporation's schedule of rates (Public works Department and M.J.P. schedule of rates for Thane District) prevailing at the time of execution of extra Work (Quoted percentage will not be applicable)</p> <p>iii) If the rate for any additional, altered or substituted item of Work cannot be determined in the manner specified in (i) &amp; (ii) above, or the rate so determined is found to be unreasonable, then the Contractor will be paid at such fair and reasonable rates as Worked out by the Engineer on the basis of material, labour and operations of construction equipment required to execute the item and allowing 10 percent to cover profits and overhead charges.</p> <p>(iv) The Contractor shall submit to the Engineer his detailed rate analysis for carrying out variation duly supported with quotations and other supporting documents within 7 days of written instructions to carry out variations. If the Contractor's quotation is unreasonable, the Engineer orders the variation and makes change to the contract price which is based on his own forecast of the variations on the Contractor's cost. In case, the rates decided by the Engineer are not acceptable to the Contractor, he shall continue with the work and maintain contemporary records of actual expenses on day-to-day basis with joint assessment/ verification. The Contractor is not entitle for payment of actual expenses as per joint records added with 10% for profit and overheads. Disagreement with the rate fixed by the Engineer shall be informed by the Contractor before commencing the work of variations, failing which the rate fixed by the Engineer shall be final and binding on the parties to contract.</p>
103.	Overpayment and Underpayment	<p>Whenever any claim for the payment of a sum to the Corporation rises out of or under this contract against the Contractor the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any contract with the Corporation or from any other sum due to the Contractor from the Corporation (which may be available with the Corporation) or from his security deposit/retention money, or he shall pay the claim on demand.</p> <p>The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all</p>

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		<p>supporting voucher, abstracts etc. The Corporation further reserves the right to enforce recovery of any over payment when detected. If as a result of such audit and technical examination any overpayment is discovered in respect of any Work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if underpayment is discovered the amount shall be duly paid to the Contractor by the Corporation.</p> <p>Provided that the aforesaid right of the Corporation to adjust overpayment against amount due to the Contractor under any other contract with Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a “Minus” bill, from the date of the amount payable by the Contractor under the “Minus” bill is communicated to the Contractor.</p> <p>Any amount due to the Contractor under this contract for underpayment may be adjusted against amount then due or which may at any time thereafter become due before payment is to the Contractor, from him to Corporation on any other contract or account whatsoever.</p>
104.	Payment of Final Bill	<p>Final joint measurement along-with the representatives of the Contractor should be taken, recorded and signed by the Contractors. Contractor should submit the final bill within 1 month of physical completion of the Work.</p> <p>If the Contractor fails to submit the final bill within 1 month, the Corporation staff will prepare the final bill based on the joint measurement within next 3 months.</p> <p>Engineer’s decision shall be final in respect of claims for defect and pending claims against Contractors.</p> <p>No further claims should be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bills in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the Commissioner shall be made within a reasonable period as may be necessary for the purpose of verification etc. After payment of the final bill as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of a disputed portion of the final bill and if he fails to do so within 84 days, his disputed claim shall be dealt with as provided in the contract.</p>

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105.	Receipts to be Signed in Firm's Name by any One of the Partners	Every receipt for money which may become payable or for any security which may become transferable to the Contractor under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudice or affect the respective rights or obligations of the Contractor and of the legal representative of any deceased Contractors interest.
106.	Payment on Account of Price Variation of Labour, Material and POL Component	As per the separate Clause attached.
PART-VI TERMINATION OF CONTRACT AND SETTELEMENT OF DISPUTES		
107.	Cancellation of Contract in Full or in Part.	<p>If the Contractor:</p> <p>(a)At any time makes default in proceeding with the Work with due diligence and continues to do so after notice in writing of fourteen days from the Engineer; or</p> <p>b) Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the Engineer, or</p> <p>(c)Fails to complete the Works or items with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer, or</p> <p>(d)Shall offer or give or agree to give to any person in Corporation's Service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation, or</p> <p>(e)Shall obtain a contract with the Corporation as a</p>

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		<p>result of ring tendering or other non-bona-fide methods of competitive tendering or</p> <p>f) being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time being in force or make any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors, or</p> <p>g) Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or a Manager, or</p> <p>h) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or Assigns, transfers, sublets (engagement of labour on a piece Work basis or labour with materials not to be incorporated in the Work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire Works or any portion thereof without the prior written approval of the Commissioner; the Commissioner may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the contract as a whole or only such items of Work in default from the contract.</p> <p>i) In the case of abandonment of the work owing to serious illness or death of the Contractor.</p>
108.	Action When Whole of Security Deposit is to be Forfeited	<p>In the cases mentioned in above clause No. 107 the Engineer, on behalf of the corporation shall have power to adopt any of the following forces, as he may deem best suited to the interest of the corporation.</p> <p>a) To rescind the contract (for which rescission notice in writing to the Contractor under the head of 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 Corporation</p> <p>b) To carry out Work or any part of the departmentally debiting the Contractor with the cost of the Work, expenditure incurred on tools and plan and charges on additional supervisory staff including the cost of Work charge establishment employed for getting the unexecuted part of the Work completed and crediting him with the value of the Work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The</p>

		<p>certificate of the Engineer as to the costs and other allied expenses so incurred and as to the value of the Work so done departmentally and shall be final and conclusive against the Contractor.</p> <p>c) To order that the Work of the Contractor be measured up and to take such part there of as shall be on executed 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 charge establishment and a cost of Work executed by the new contract agency will be debited to the Contractor and the value of the Work done or executed through a 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 this contract. The certificate of the Engineer as to all the cost of the Work and other expenses incurred as aforesaid for or in getting the unexecuted Work done by the new Contractor and as to the value of the Work so done shall be final and conclusive against the Contractor.</p> <p>In case the contract shall be rescinded under clause (a) above the Contractor shall not be entitle to recover or be paid, any sum for any Work therefore actually performed by him under this contract unless and until the Engineer shall have certified in writing the performance of the such Work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified in the event of either of the curses referred to in clauses (b) or (c) being adopted and the cost of the executed departmentally or through a new Contractor and other allied expenses exceeding the value of the such Work credited to the Contractor the amount of excess shall be deducted from any money due to the Contractor, by corporation under the Contractor otherwise howsoever or from his security deposit or the sale proceeds there of provided, however, that Contractor shall have no claim against corporation even if the certified value of Work done departmentally or through a new Contractor exceed the certified cost of such Work and allied expenses, provided always that which ever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Engineer, the Contractor shall have no claim to compensation for any loss sustained by him by reason his having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the Work or the performance of the contract.</p>
109.	Action When the Progress of any Particular Portion of the Work is	If the progress of any particular portion of the Work is unsatisfactory the conditions mentioned in clause 108(b), be entitled to lake action under clause after giving the Contractor 14 days notice in writing. The Contractor will have no claim for compensation, for any loss sustained by him owing to such action.

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	Unsatisfactory	
110.	Contractor Remains Liable to Pay Compensation if Action not Taken Under Clause 108 and 109	In any case in which any of the powers conferred upon the Engineer by clauses 108 & 109 hereof shall have become exercisable and the same shall not have been exercised the non exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding the exercisable in the event of any future case of default by the Contractor for which under any clause hereof he is declared liable to pay compensation amounting to the whole of this security deposit and the liability of the Contractor for past and future compensation shall remain unaffected.
111.	Power to take possession of or require removal or sell Contractors plant.	In the event of Engineer taking action under sub clauses (a) or (c) clause 108, he may if he so desires, take possession of all any tools and plant, materials and store in or upon the Work of the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the Work or any part thereof paying or allowing for the same in account at the contract rates or in the case of contract rates not being applicable at current market rates to be certified by the Engineer whose certificate thereof shall be final. In the alternative the Engineer may after giving notice in writing to the Contractor or his clerk of the Work foreman or other authorised agent requires him to remove such tools and plant, material, or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with any such requisition, the Engineer may remove them at the Contractor's expenses or sell them by auctions or private sale on account of the Contractor and at this risk in all respect and the certificate of the Engineer as to the expenses of any such removal and the amount of the proceeds and expensed on any such sale shall be final and conclusive against the Contractor.
112.	No Interest for Delayed Payments Due to Disputes etc.	It is agreed that the Corporation or its Engineer or Officer shall not be liable to pay any interest or damage with respect to any moneys or balance which may be in its or its Engineer's or officer's hands owing to any dispute or difference or claim or mis-understanding between the Corporation or its Engineer or Officer on the one hand and the Contractor on the other, or with respect to any delay on the part of the Corporation or Navi Mumbai or its Engineer or Officers in making periodical or final payments or in any other respect whatever. Payment to the Contractor of the amount due under each of the interim payment certificate issued by the Engineer shall be made by the Corporation within 45 (Forty Five) days if such certificate being delivered. If the Corporation makes late payment, the Contractor is to be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made upto the date when the late payment is made at 6% per annum. It is a term under this contract that payment of interest in excess of 6% is barred on any amount payable to the Contractor on any account. It is distinctly understood and agreed between the parties hereto that payment for Work already executed by the Contractor is not a condition precedent under this contract for the execution of the remaining Work.
113.	Jurisdiction	In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Navi Mumbai and all legal proceedings in respect of any such claim, dispute or

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		difference shall be instituted in a competent court in the City of Navi Mumbai only.
114.	Finality of Decision and Non-Arbitrability	<b>SETTLEMENT OF DISPUTES</b> If a dispute/ disputes of any kind whatsoever arises between the Contractor and Engineers representative the same shall be referred to the Engineer for his decision with detailed justification. Such reference shall be stated that it is in pursuance to this clause for review and giving decisions by the Engineers. The Engineer shall give his decision within 14 days of receipt of notice. If either party is not satisfied with the decision of the Engineer or the Engineer fails to give the decision within the period of 14 days from the date of receipt of notice under this clause, such a dispute may be referred to Arbitration as per Clause No. 115.
115.	Arbitration	Except where, otherwise provided for in this contract, all questions and disputes relating to the meaning of instruction herein before mentioned or as to any other question, claim, right, matter of handling whatsoever, if any arising out of or relating to this contract, specification, estimates, Instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same where arising during the progress of the work or after completion or abandonment thereof of any matter directly or indirectly connected with this agreement shall be referred to the sole Arbitration of the Municipal Commissioner of Navi Mumbai Corporation, C.B.D., Navi Mumbai and if the Municipal Commissioner is unable or unwilling to act as such, then the matter in dispute shall be referred to sole Arbitration or such other person appointed by the Municipal commissioner who is willing to act as such Arbitrator. In case, the Arbitrator so appointed is unable to act for any reasons, the Municipal Commissioner in the event of such inability, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the state at which it was left by his predecessors. It is also a term of this contract that no person other than a person appointed by the Municipal Commissioner as aforesaid should act as an Arbitrator. As aforesaid the provisions of the arbitration and conciliation act 1996 or any statutory modification or Reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
116.	Laws Governing The Contract–	This contract shall be governed by the Indian Laws for the time being in force.
<b>PART –VII</b>  <b><u>WORK COMPLETION &amp; DEFECT LIABILITY</u></b>		
117.	Clearance of Site on Completion	Upon the issue of any Taking over certificate the Contractor shall clear away and remove from that part of the site to which such Taking-over Certificate relates all Contractor's equipment, surplus materials, rubbish and temporary Works of every kind, and leave such part of the site and Works clean and in a

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		Workman like condition to the satisfaction of the Engineer. If the Contractor does not clear the site within 15 days all material will be confiscated and no compensation shall be paid and the site will be cleared at risk and cost of the Contractor.
118.	Submissions of Final Completion Drawings.	On completion of the Work, the Contractors shall furnish free of cost 1 set of R.T.F. of final completion drawings and 6 bound sets of copies of drawings, showing all the details checked and signed by the Engineer within 2 months of completion of Works. The payment of final bill shall be made to the Contractors after receipt of above sets. In case the Contractor fails to submit the completion drawings, a compensation at the rate of Rs.5000/- per drawing shall be recovered from the final bills
119.	Completion Certificate	<p>(1) As soon as Work is completed, the Contractor shall give notice of such completion to the Engineer and within 28 (Twenty-eight) days of receipt of such notice the Engineer shall inspect the Works and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion (b) the defects to be rectified by the Contractor, and/or (c) items for which payment shall be made at reduced rates.</p> <p>When separate periods of completion have been specified for items or groups of items, the Engineer shall issue separate completion certificates for such items or groups of items. No certificate of completion shall be issued, nor the Works be considered to be complete till the Contractor shall have removed from the premises on which the Works has been executed, all scaffolding, sheds and surplus materials, except such as required for rectification of defects, rubbish and all huts and sanitary arrangements required for his Workers on the site in connection with the execution of Works as shall have been erected by the Contractor or the Workmen and cleaned all dirt from all parts of building(s) in, upon or about which the Work has been executed or of which he may have had possession for the purpose of execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled and fastenings, labeled the keys clearly and handed them over to the Engineer or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer. If the Contractor shall fail to comply with any of the requirements of this Condition as aforesaid, on or before the date of completion of Works, the Engineer may at the expense of the Contractor fulfill such requirements and dispose of all the surplus material and rubbish etc. as he thinks fit and the Contractor shall have no claims in respect of any such material except for any sum actually realised by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirement is more than the amount realises on such disposal as aforesaid, the Contractor shall forthwith on</p>

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		<p>demand pay such excess.</p> <p>The Contractor's notice of completion as aforesaid shall have to accompanied with one set of tracings of final completion drawings on RTF and six bound sets of copies of as built drawings, failing which the notice shall be deemed to have not been issued at all.</p> <p>(2) If at any time before completion of the entire Work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer with the consent of the Contractor takes possession of any part or parts of the same (any such part or parts being hereinafter in this condition referred to as "the relevant part") then not- withstanding anything expressed or implied elsewhere in this contract.</p> <p>(a) Within 28days (Twenty-eight days) of date of completion of such items or group of items or possession of the relevant part the Engineer shall issue a completion certificate for the relevant part provided the Contractor fulfills his obligation for the relevant part as in sub-para (1) above</p> <p>(b) The defects liability period in respect of such items and relevant part shall be deemed to have commenced from the certified date of completion of such items or relevant part as the case may be.</p> <p>(c) For the purpose of ascertaining compensation for delay under Clause No. 88 in respect of any period during which the Works are not completed the relevant part shall be deemed to form a separate item or group, with date of completion as given in the contract or as extended under Clause No.80 and actual date of completion as certified by the Engineer under this condition.</p> <p>(3) If any part of the Work shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed under the contract, the Engineer may issue a certificate of completion in respect of that part of the Works before completion of the whole Works and upon the issue of such certificates, the Contractors shall be deemed to have undertaken to complete any outstanding Works in that part of the Works during the period of maintenance.</p>
120.	Taking Over of Work	Corporation will take over the Work at any stage whenever required in the interest of public by giving 10 days notice to the Contractor.
121.	Defects Liability Period	The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer any defects which may develop or be noticed before the expiry of the period mentioned in the Schedule 'A' hereto from certified date of completion and intimation of which has been sent to the Contractor within 7 days of expiry of the said period by letter sent by hand delivery or by registered post
122.	Liability for	If it shall appear to the Engineer or to his

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	Defects or Imperfections and Rectification Thereof	<p>representative at any time during construction or reconstruction or during the defects, liability period, that any Work has been executed with unsound, imperfect or unskillful Workmanship or that any material or article provided by the Contractor for execution of thereof the Work is unsound or of a quality inferior to that contracted for, or otherwise, not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the Work arising out of defective or improper materials or Workmanship, the Contractor shall, upon receipt of notice in writing in that behalf from the Engineer forthwith rectify or remove or reconstruct the Work so specified in whole or part, as the case may require or, as the case may be, and / or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense notwithstanding that the same may have been inadvertently passed, certified and paid for, and in the event of his failing to do so within the period to be specified by the Engineer in his notice aforesaid the Engineer may rectify or remove and re-execute the Work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and cost of the Contractor.</p> <p>In case of repairs and maintenance Work, splashes and droppings from whitewashing, painting etc. shall be removed and surfaces cleaned simultaneously with completion of these items of Work in individual rooms, quarters or premises etc. where the Work is done, without waiting for completion of all other items of Work in the contract. In case the Contractor fails to comply with requirement of this condition, the Engineer shall have the right to get the Work done by other means at the risk and cost of the Contractor.</p> <hr/> <p>The Engineer shall give three days notice in writing to the Contractor before taking such action.</p> <p>The Engineer reserves the right to decide the rates and prices of the Works as executed by other means at the risk and cost of the Contractor.</p> <p>The cost and expenses thereby incurred on the Works and also such penalty as the Engineer may impose for such wrongful conduct of the Contractor (which penalty, the Engineer shall be competent to impose and against the imposition of which or the amount thereof by the Engineer an appeal shall lie only to the Commissioner within seven days of the order in that behalf of the Engineer and the decisions of the Commissioner shall be final and binding upon the Contractor) may be deducted from any money due or to become due to the Contractor, under this or any other contract between the Contractor and the Corporation.</p>
123.	Maintenance	<p>The Contractor shall maintain the finished surface of the road for a period as specified in Contract document, after the completion of Work without any extra cost to corporation irrespective of the designs, standards and specifications and actual traffic etc.</p>

		<p>The Contractor shall get the potholes filled up with asphalt mix materials and keep the road surface in good condition throughout the year. 5 percent amount of the total Work done shall be withheld from running account bill for the period specified in the Contract document from the date of completion of Work as maintenance charges of maintaining and keeping the road in good condition. This 5 percent amount withheld towards maintenance charges shall be allowed to be replaced with Bank guarantee or other recognised forms at intermediate stage, if so, desired in writing. This maintenance charges shall be in addition to security deposit.</p> <p>On completion of the Work in all respects, necessary certificates will be issued by the Engineer and the defect liability period will be counted from the date of issue of such certificates</p> <p>All damages during execution shall be made good by the Contractor at his cost. He will be responsible for any damage to the road surface including B.T. surface in rainy season and during construction and guaranteed maintenance period and no separate payment will be made for resorting such damages.</p> <p>Defective Work is liable to be rejected at any stage. The Contractor on no account can refuse to rectify defects merely on reasons that further Work has been carried out. No extra payments shall be made for such rectification.</p>
124.	Defects Liability Certificate	<p>The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the latest such period, or as soon thereafter as any Works instructed, pursuant to Clauses 121 and have been completed to the satisfaction of the Engineer, Provided that the issue of the Defects Liability Certificate shall not be a condition precedent to payment to the Contractor of the Retention Money.</p>
125.	Unfulfilled Obligations	<p>Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Corporation shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract. Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Corporation shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.</p>

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126.	Refund of Security Deposit	The amount of security deposit lodged by a Contractor shall be refunded along with the payment of the final bill, or after the expiry of the defect liability period which ever is later__unless the Engineer is of the opinion that in order to safeguard against defects and pending claims against the Contractor it is necessary to retain more amount retained as retention money.
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ANNEXURE ‘A’

(See Condition 24)

Safety Provisions

1. Suitable scaffolds shall be provided for workmen for all that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 ( ¼ horizontal and 1 vertical).
2. Scaffolding or staging more than 3.25 meters above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, belted braced and other wise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced as described in 2 above.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall or persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm for ladder upto and including 3 meters in length. For longer ladders this width shall be increased by at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cm.

Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or places as to cause danger or inconvenience to any person or the public. The Contractor shall provided all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions 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 be paid to compromise any claim by any such person.

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

7. **Demolition** : Before any demolition work is commenced and also during the process of the work
  - (a) all roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged,
  - (c) All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
  - (a) Workers employed on mixing asphaltic materials, cement and lime mortars/concrete shall be provided with protective footwear, handgloves and goggles.
  - (b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
  - (c) Those engaged in welding works shall be provided with welder's protective eye-shields.
  - (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - (e) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
  - (f) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions shall be taken;
  - (g) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
    - (i) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
    - (ii) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
9. 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.
10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :
  - (a) (i) These shall be of good mechanical construction, sound material and adequate strength and free from patent 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 adequate strength, and free from patent defects.

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- (b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be incharge of any hoisting machine including any scaffold winch or give signals to operator.
  - (c) In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
  - (d) In case of departmental machine, safe working load shall be notified by the Engineer, as regards Contractor's machine the Contractor shall notify safe working load of each machine to the Engineer whenever he brings it to site of work and get it verified by the Engineer.
11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load, adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
  12. 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.
  13. These safety provision 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 for ensuring compliance with the Safety Provisions shall be named therein by the Contractor.
  14. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer or his representative and the inspecting officers.
  15. Notwithstanding the above provisions 1 to 14, the Contractor is not exempted from the operation of any other Act or Rule in force.
  16. Complete continuous barricading of G.I. sheet height 1.5 mtr., with the ground clearance of 0.60 mtr. from the ground level and completely supported by M.S. angles (As per design & instructions by the engineer ) must be provided. For works of concrete and asphalt road, This should be maintained till completion of work.

Signature of Tenderer

No. of Corrections

Signature of City Engineer

ANNEXURE ‘B’  
(See Condition No. 27)

DETAILS OF KEY PERSONNEL WITH TENDERER WHO ARE PROPOSED FOR THIS  
CONTRACT

Sr No	Description of category	Name	Qualification	Professional experience and details of works carried out	Since how long in service with tenderer	Remarks
1.	2.	3.	4.	5.	6.	7.

SIGNATURE OF TENDERER:

DATE:-

## ANNEXURE 'C'

करारनामा पत्र

(रु. १००/- च्या स्टॅम्प पेपरवर)

नवी मुंबई महानगरपालिकेचे वतीने  
 शहर अभियंता / कार्यकारी अभियंता  
 नवी मुंबई महानगरपालिका,  
 नवी मुंबई.

-----  
 -----  
 -----

करार लिहून देणार

कारणे करारनामा लिहून देतो की, नवी मुंबई महानगरपालिका स्थायी समितीने ठराव क्र. -----

----- दिनांक / / २०१६ अन्वये -----

----- कामाची निविदा मंजूर झाली आहे.

Signature of Tenderer

No. of Corrections

Signature of City Engineer

त्याप्रमाणे आम्ही वरील ठिकाणी पुढील शर्तीवर बांधील आहोत.

१. कंत्राटदाराने बँक गॅरंटीच्या स्वरूपात अनामत रक्कम म्हणून कंत्राट रक्कमेच्या ३ टक्के बँकेत ठेवणे आवश्यक आहे. उर्वरित अनामत रक्कम देय बिलातून २ टक्के दराने वजा करणेची आहे.
२. जनरल टेंडर नोटीस 'शुध्दीपत्रासह' निविदाकारांना सुचना सर्व अटी साधारण अटी, रूपरेषा तपशील, निविदा दस्तऐवज व स्विकृती पत्र नं. ----- दि. / /२०१६ हे सर्व कराराचे कागदपत्र असतील.
३. कंत्राटदाराने आपले काम निर्धारित वेळेतच केले पाहिजे.
४. महापालिका कंत्राटदाराने प्रत्यक्ष केलेल्या कामाची रक्कम शेड्यूल रेट / कोटेड पर्सेंटजेप्रमाणे कंत्राटदारास देईल.
५. महापालिकेने जर कंत्राटदारास कोणतीही सेवा दिल्यास त्याची रक्कम कंत्राटदाराने महापालिकेस देणे गरजेचे आहे.
६. सदर कामाच्या संदर्भात एखाद्या वेळेस विवाद निर्माण झाल्यास तो विवाद ठाणे / मुंबई न्यायालयांच्या हद्दीत त्याचा निवाडा होईल.

वरील सर्व नियम व अटी आम्ही काळजीपूर्वक वाचल्या असून त्या आम्हाला पूर्णपणे मान्य व बंधनकारक आहेत. हा करारनामा मी राजीखुशीने लिहून दिला आहे.

ठिकाण :- सी. बी. डी., बेलापूर, नवी मुंबई - ४०० ६१४.

दिनांक :- / /२०१६

Signature of Tenderer

No. of Corrections

Signature of City Engineer

## साक्षीदार

## करारनामा लिहून देणार

१. स्वाक्षरी :

स्वाक्षरी (कंत्राटदार)

नाव : -----

नांव : -----

पत्ता : -----

पत्ता : -----

२. स्वाक्षरी :

रबरी शिक्का

नाव : -----

पत्ता : -----

मनपा

स्वाक्षरी :

सामान्य मुद्रा.

पदनाम :

नवी मुंबई महानगरपालिका.

स्थायी समितीच्या खालील दोन सदस्यांसमक्ष सामान्य मुद्रा उमटविण्यात आली आहे.

१. नांव : -----

१. स्वाक्षरी : -----

२. नांव : -----

२. स्वाक्षरी : -----

ANNEXURE ‘D’

INDEMNITY BOND

ON STAMP PAPER OF VALUE OF RS. 100/-

In consideration of Navi Mumbai Muncipal Corporation incorporated under BPMC act 1949 and having its office at Blapur Bhavan, 1<sup>st</sup> Floor, C.B.D. Belapur, Navi Mumbai-400614. (hereinafter referred to as the Corporation, which expression, shall unless it be repugnant to the context or meaning thereof includes its successors or assigns) having awarded to M/s. \_\_\_\_\_

\_\_\_\_\_ a Partnership/Proprietorship/Pvt. Ltd./Ltd. firm carrying in such name and style the business of construction (hereinafter referred to as the Contractor which expression shall, unless it be repugnant to the context or meaning thereof, includes its partners or Partner/Proprietor for the time being or its surviving Partner or his heirs and executors) for the work of \_\_\_\_\_

\_\_\_\_\_ at an \_\_\_\_\_ percent above / below estimated cost of Rs. \_\_\_\_\_ and in compliance with one of the terms and conditions of the said Contract.

We, M/s. \_\_\_\_\_ being the Contractor do hereby agree and undertake and indemnify and save harmless the Corporation in consequence of the manufacturing defect, patent manufacturing defect and construction defect found in the constructed work at any time in a defect liability period of \_\_\_\_\_ years with the grant of completion certificate by the Corporation to the Contractor in accordance with and subject to the provision of the said contract.

It is hereby agreed and declared that the City Engineer of the Corporation or any officer acting as such City Engineer of the Corporation shall be the Competent Authority to decide upon the question as to the defects in the construction of works and the remedy to be applied by the Contractor for their rectification at his cost and his decision shall be final, conclusive and binding upon both the Corporation and the Contractor, provided that the City Engineer shall so decide after giving an opportunity to the Contractor to represent his case.

We hereby agree and undertake irrevocable and unconditionally to carry out duly each and very decision, order, direction or instruction as may be issued by the said City Engineer or as the case may be, the officer of the Corporation in his behalf and to rectify properly and promptly the defect found by him.

FOR AND ON BEHALF OF M/S. \_\_\_\_\_

Place :- \_\_\_\_\_  
Date :- \_\_\_\_\_

S E A L

Notary, Maharashtra State

BEFORE ME

Notary, Maharashtra State

Noted and Registered at \_\_\_\_\_  
Serial Number \_\_\_\_\_

\_\_\_\_\_  
For & on Behalf of Corporation.

Accepted By.

Signature of Tenderer

No. of Corrections

Signature of City Engineer