

NAGPUR HOUSING AND AREA DEVELOPMENT BOARD

GRIHA NIRMAN BHAVAN,
CIVIL LINES, NAGPUR



'E' TENDER DOCUMENTS FOR

**Construction of 29 Bungalows under HIGHS
at Sr. No. 142(New),113 and
114(New),154,155(New),112/1,2(Old) at Mouza
Waddhamna, Nagpur.**

Agreement No. B-1/

/ 2012-2013 /Ex. Engg.- II

**NAGPUR HOUSING AND AREA DEVELOPMENT BOARD
GRIHA NIRMAN BHAVAN, CIVIL LINES, NAGPUR.**



**‘E’ TENDER DOCUMENTS
FOR**

**Construction of 29 Bungalows under HIGHS
at Sr. No. 142(New),113 and
114(New),154,155(New),112/1,2(Old) at Mouza
Waddhamna, Nagpur.**

Issued to _____

**Executive Engineer-II,
Nagpur Housing and Area Dev. Board,
Nagpur.**

Name of Work : 'E' Tender Document for Construction of 29 Bungalows under HIGHS at Sr. No. 142(New),113 and 114(New),154,155(New),112/1,2(Old) at Mouza Waddhamna, Nagpur.

Undertaking – (I)

I have gone through the procedure of submitting tender in the 2 Envelop system and I am fully conversant with the details of procedure to be followed in this system.

I will submit tender properly after reading all relevant details.

Date

Signature.

Name of Contractor

Name of Work : 'E' Tender Document for Construction of 29 Bungalows under HIGHS at Sr. No. 142(New),113 and 114(New),154,155(New),112/1,2(Old) at Mouza Waddhamna, Nagpur.

Declaration of the contractor – (II)

I/We hereby declare that I/We have made my-self / ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/We have based my/our rates of this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I/We undertake to use only the best materials approved by Executive Engineer / or his fully authorised assistant during execution of the work and abide by the decisions.

Date :

Signature of Contractor.

**Maharashtra Housing & Area Development Authority
NAGPUR HOUSING & AREA DEVELOPMENT BOARD,
NAGPUR.**

Original Agreement No. B-1 / /2012-2013/EE-II

**Name of work : 'E' Tender Document for Construction of 29 Bungalows under HIGHS
at Sr. No. 142(New),113 and 114(New),154,155(New),112/1,2(Old) at
Mouza Waddhamna, Nagpur**

- (1) Name of Contractor : _____
 - (2) Date of Tender : _____
 - (3) No. & date of Work order : _____
 - (4) Amount of Contract : _____
 - (5) Date of commencement : _____
 - (6) Time Stipulated for completion of work : **12 (Twelve) Calender months** (including monsoon) from the date of written order to start the work.
 - (7) Date of completion as per Agreement : _____
 - (8) Actual date of completion : _____
 - (9) Reference to sanction of Extension of time (1)
- (2)

B-1 TENDER

Issued on dated _____ to Shri / M/s _____
 _____ Contract
 or Registered in class _____ vide Executive Engineer, Public Works
 Division / MHADA _____ with reference to his / their application
 dated _____ Cost Rs. 10,500/- (including M-VAT) received
 vide Money receipt No. _____ dated _____.

Divisional Accountant
Nagpur Housing & Area Dev. Board,
Nagpur

DETAILS OF WORK

**Name of works : 'E' Tender Document for Construction of 29 Bungalows under HIGHS
 at Sr. No. 142(New),113 and 114(New),154,155(New),112/1,2(Old) at
 Mouza Waddhamna, Nagpur**

Estimated cost put to tender : Rs. 4,04,97,190/-

Earnest Money : Rs. 4,04,972 /- (Term Deposit Receipt of Schedule Bank /
 Nationalised Bank / Challan should be attached to the tender at the
 time of submission)

Security Deposit : Rs. 16,19,888/- (50% in cash / Govt. Securities / FDR / Bank
 Guarantee of Schedule Bank at the time of Agreement and 50% from
 R.A. Bills)

Time Stipulated for completion : **12 Calender months** (including monsoon)

INDEX

Name of works :- E' Tender Document for Construction of 29 Bungalows under HIGHS at Sr. No. 142(New),113 and 114(New),154,155(New),112/1,2(Old) at Mouza Waddhamna, Nagpur

Sr.No.	Description	Chapter No.	Pages.	
			From	To
1.	'E' TENDER NOTICE	I		
2.	DETAILED 'E' TENDER NOTICE	II		
3.	METHODOLOGY OF 'E' TENDER SUBMISSION NO. I TO VI	III		
4.	AGREEMENT FORM 'B-1'	IV		
5.	ADDITIONAL GENERAL CONDITIONS OF CONTRACT	V		
6.	SCHEDULE 'A'	VI		
7.	ADDITIONAL SPECIFICATION	VII		
8.	SCHEDULE 'B'	VIII		
9.	ADDITIONAL SPECIFICATION	IX		
10.	SCHEME LAY-OUT PLAN	X		

CHAPTER I
‘E’ TENDER NOTICE

NAGPUR HOUSING AND AREA DEVELOPMENT BOARD, NAGPUR
(REGIONAL UNIT OF MHADA)
TENDER NOTICE

Digitally Signed & unconditional online tenders in form B-1 (Percentage Rate) are invited by the Executive Engineer, Division no. II, Nagpur Housing & Area Development Board, Nagpur, Gruha Nirman Bhavan, Opp. Deshpande Hall, Civil Lines, Nagpur-440001, Phone No. 07122565692 & Fax no. 07122564939 on behalf of Dy. Chief Engineer, Nagpur Board, Nagpur from registered contractor in appropriate class with (1). The Contractor registered on <https://mhada.maharashtra.etenders.in> in appropriate class in Maharashtra Housing & Area Development Authority or Public Work Department, Govt. of Maharashtra (2) The Contractors of C. P. W. D./ M. E. S./ Indian Railways registered in corresponding appropriate class with reputed institutions. The certificates of satisfactory performance and registrations **should be uploaded for online registration on website.**

Sr. No.	Name of Work	Amount put to Tender (In Rs.)	Amount of EMD (In Rs.)	Period for completion of work	Class of Contractor	Cost of Blank Tender Form (in Rs.)	Date of Tender Release	Date of Tender Download	Opening Authority
1	2	3	4	5	6	7	8	9	10
1.	Construction of 29 Bungalows under HIGHS at Sr. No. 142(New),113 and 114(New),154,155(New),112/1,2(Old) at Mouza Waddhamna, Nagpur	Rs. 4,04,97,190/-	Rs. 4,04,972/-	12 months (including monsoon)	Class II & above	Rs. 10,500/- Including VAT	10/12/2012	11/12/2012 to 05/01/2013	Dy. Chief Engineer, Nagpur Housing & Area Development Board, Nagpur

The detail tender notice and all other details are available on portal for e-tender.

Contractor is required to get enrolled on the portal <https://mhada.maharashtra.e-tenders.in> and get empanelled in relevant sub portal. The registered contractor has to obtain the Digital Certificate. For the information required to issuance of Digital Certificate he may contact ETMS Help Desk.

Contact on Cell no. 09167969601 / 04/ 14.

Help desk 020-25315555 email: support.gom@nexttender.com

Executive Engineer – II
Nagpur Housing & Area Dev.
Board, Nagpur

CHAPTER II
DETAILED TENDER NOTICE

NAGPUR HOUSING AND AREA DEVELOPMENT BOARD NAGPUR**DETAILED TENDER NOTICE**

Digitally Signed & unconditional online tenders in form B-1 (percentage of rate) are invited by the Executive Engineer, Division No.II, Nagpur Housing & Area Development Board Nagpur, Griha Nirman Bhavan, Opp. Deshpande Hall, Civil Lines, Nagpur-440001 Phone No.07122565692 & Fax no.07122564939 on behalf of Dy.Chief Engineer, Nagpur Board Nagpur, from any of the following contractors for the work as mentioned in subsequent paragraph.

1. The Contractor registered on <http://mhada.maharashtra.etenders.in> in appropriate class in Maharashtra Housing & Area Development Authority or Public Work Department, Govt.of Maharashtra

OR

2. The Contractors of C.P.W.D. /M.E.S. / Indian Railways registered in corresponding appropriate class with reputed institutions. The certificates of satisfactory performance and registrations **should be uploaded for online registration on website**
3. The contractors should **upload the scanned copy** of undertaking duly notarized stating that his/their firm is not blacklisted in MHADA/Govt./Semi Govt. Institutions on Rs.100/- Stamp Paper along with application for e-tender documents.
4. Contractors covered under **category II & above will be required to upload** solvency certificate to the extent of 20% of the estimate cost at the time of application.
5. The Tenders will be received online on above mentioned MHADA E-tendering Portal and will be opened on same day (If possible) by Dy.C.E. on schedule tender opening date.
6. Details of Tender
 1. Name of work : **Construction of 29 Bunglows under HIGHS at Sr. No. (New),113 and 114(New),154,155(New),112/1,2(Old) at Mouza Waddhamna, Nagpur**
 2. Estimated cost : Rs. 4,04,97,190/-
 3. E M D : Rs. 4,04,972/-
 4. Security Deposit : **Rs.16,19,888/-(4%)**
 5. Registration (Class) of Contractor : **II & Above**
 6. Time Limit for Completion of work : **(12) Months from date of work order**
7. Online e-Tender Schedule

Sr.No.	Stage Desc	Start Date & Time	End Date & Time
1.	Release Tender	10/12/2012	10/12/2012
2.	Tender Download	11/12/2012	05/01/2013
3.	Bid Preparation	11/12/2012	05/01/2013
4.	Close for Technical Bid	07/01/2013	07/01/2013
5.	Close for Price Bid	07/01/2013	07/01/2013
6.	Bid Submission	08/01/2013	14/01/2013
7.	Technical Bid Opening	15/01/2013	16/01/2013
8.	Price-Bid Opening	15/01/2013	16/01/2013
9.	Tender Award	17/01/2013	16/04/2013
10.	Pre-bid conference is fixed on date 28/12 /2012 with Dy.Chief Engineer/Nagpur Board, in the office of Dy.Chief Engineer, Nagpur Board Nagpur		

8. Blank tender document and other details can be downloaded by above mentioned e-Tendering portal of MHADA on cash/DD payment of Rs. 10,500/- (Rs. Ten Thousand Five Hundred only) inclusive of M-VAT (Non refundable) in given Bank Account number. Tenderers need to upload scanned copy of DD in favour of Chief Account Officer, Nagpur or Cash Payment receipt during bid preparation.
9. Condition of Notice Inviting Tender
The Contractor whose tender is accepted will be required to produce to satisfaction of the concerned Authority valid and current license issued in his favor under the provision of the contract labor (Regulations and abolition) Act 1970 and in case of failure to do so the acceptance of the tender would be liable to be withdrawn and earnest money forfeited.
10. The competent Authority reserves right to accept or reject any or all tenders without assigning reason thereof.
11. The tenders shall be received online on above mentioned eTendering Portal in two envelopes system.
12. The conditional tender will be rejected.
13. The contractor should make their own arrangement of water supply for construction purpose and testing purpose.
14. Validity period of the offer of the tenders will be 90days from the receipt of the tender.
15. The lowest tenders will have to submit the rate analysis of all major items if called for.
16. While quoting the offer, the contractor should mention above, below or at par clarity. If nothing is mentioned, the offer will be treated "Below" at the percentage quoted by the tenderer.
17. There is Escalation clause for this work as per Govt. Resolution.
18. The agency should have satisfactorily completed (start to finish) as a main contractor at least one similar type of residential Building work amounting to **Rs.2,03,00,000/- (Rupees Two crore three lac only)** during last five years. Attested copy of certificate to that effect from concerned department is required to be produced at the time of submission of application for tender.
19. Bids for joint venture will not accepted.
20. **Applicant should upload scanned attested photocopies of all documents on above mentioned e-Tendering Portal & produce in original on request by MHADA at any stage from e-Tender Opening.**
21. The tenderes shall be required to pay 10% S.D. instead of that is shown in the tender notice, if their offer is between 5% to 10% below the estimated cost put to tender.If the offer is more than 10% below the estimated cost put to tender, the S.D. equivalent to the percentage quoted by him shall have to be paid instead of that is shown in the tender notice.
22. (i) The amount of security deposit should be paid 50% in cash or the Government securities which can be en-cashed at any time and 50% will be deducted from the bills as per clause(1) of printed conditions of "B-1" Contract.(ii) The contractor shall quote percentage above or below the rates specified in the "Schedule" " B" of the e-tender **online on prescribed format.**
23. Earnest Money as mentioned above against the work should be paid in FDR/TDR/CDR. **& scanned copy FDR/TDR/CDR, is to be uploaded during bid preparation & Original copy should be made available on tender opening date.**

24. The Contractors may be exempted from paying earnest money, if they have already entered into agreement prior to submission of this tender with any of the Executive Engineers of MHADA and have paid the necessary permanent earnest money deposit which shall rest with the MHADA. However, when such exemption is availed, the attested **scanned copy of exemption certificate will have to be uploaded during bid preparation.**
25. The amount of earnest money shall be forfeited in case after his/her/their tender is accepted the contractor fail/fails to complete the contract documents and pay the amount of Security Deposit noted against the work within specified time would be intimated in the letter of acceptance.
26. The Competent Authority may at its discretion defer the cancellation of the tender if the contractor pays interest on the amount of security deposit or any part thereof as remained unpaid within specified period at the rate of 20% per annum until the whole of such amount of security deposit has been paid.
27. Decision of tenders will vest with the Competent Authority who reserves the right of rejecting any or all the tenders without assigning any reasons for doing so.
28. The offer of the tenderer shall be binding for a period of 90 days from the date of submission of e-tender.
29. **A statement showing names of partners. Directors,etc. of the firm with complete address of each should be uploaded to the etender and authorize person on behalf of firm should sign tender using digital signature certificate.**
30. The tenders which are not accompanied by necessary information vide item 10 & 11 Will be rejected without assigning any reasons for doing so.
31. (i) The contractor/s may pay initial 50% Security Deposit in Government Securities.Govt. Securities shall be taken at their market value or the face value, whichever less.
(ii) The Contractor/s is/are at liberty to pay the initial deposit by way of Bank Guarantee, the Bank Guarantee will be accepted only after receipt of concurrence of the Reserve Bank of India. When balance of the Security Deposit is recovered by way of deductions from RA Bills the same shall not be allowed to be converted in Bank Guarantee.
32. The lowest tenderer shall be required to pay the Stamp duty for the execution of the contract agreement with the “Maharashtra Housing and Area Development Authority” according to Govt. rules and scale in force.
33. (a) In case the contract in which first half amount of Security Deposit is paid in govt. Securities which can be encased at any time at the time of execution of agreement and remaining half amount of Security Deposit is recovered as deduction from Contractor/s RA bills, the value of Stamp duties will be total of (i) +(ii)+(iii) below.

(i) Stamp duty on the main agreement	Rs.10/-
(ii) Stamp duty on the Half amount of S.D.in Govt. Securities at the time of execution of Agreement .	Rs.10/-
(iii) Additional Stamp duty on the Agreement in Respect of the remaining 50% of the S. D. to Be recovered as deduction from the Contractor/s R. A. Bill	Rs.10/-

Total	Rs.30/-

(b) In case the contract in which 1st half amount of security Deposit is paid in cash at the time of execution of an agreement and the remaining half amount of security deposit is recovered as deduction from the contractor's R.A.Bills, the value of Stamp duty will be total of (i)+(ii)+(iii) below.

(i)	Stamp duty on the main contract	Rs.10/-
(ii)	Stamp duty on the 1 st half amt of Security Deposit paid in cash	To be levied at the rate of Rs.15/- per Rs.500/- or part There of on the amount Actually paid in cash.
(iii)	Additional Stamp duty on the agreement in Respect of recovery of the remaining half Amount of Security Deposit as deduction From the Contractor/s R.A. Bill.	Rs. 10/-

(C) In case of contract in which full amount of Security Deposit is paid in Advance in cash at the time of execution of contract the Stamp-duty will be total of (I) and (ii) below.

(i)	Stamp duty on the main Agreement.	Rs.10/-
(ii)	stamp duty on the amount of Security deposit paid in cash	To be levied at the rate of Rs.15 per Rs.500/- or part There of on the whole amount paid in cash

The rate of Stamp duty is subject to adjustment confirmation by the local stamp office and the contractor shall be bound to pay such modified rate as may be confirmed by the local stamp office.

34. The contractor/s whose tender is accepted will have to enter into a regular contract agreement in B-1' tender form with the "Maharashtra Housing & Area Development Authority. Copy of B-1 form can be perused in the office of the Executive Engineer-I Nagpur.Board.during office hours on any working day.
35. The contractor/s whose tender is accepted shall be required to furnish a Surety Bond of an amount equivalent to the Security Deposit required as per stipulations of tender on regular stamp paper of Rs.100/- (Rupees. One hundred only).The contractors tendering for the work is/are required to take this fact into consideration while tendering.
36. No alternation in the form of tender, schedule of quantities, units, specifications and in the shape of special stipulations will be permitted. Tender of the Contractor/s quoting the rates for units other than specified in the tender will not be considered.
37. The Competent Authority shall be entitled to reject complete tender and forfeit the earnest money paid by the Contractor/s if they fail to produce the required documents within stipulated period.
38. The 'Maharashtra Housing & Area Development Authority' debentures will be accepted towards the Security Deposit. The monetary value of the debentures shall be taken 5% less than the market value at the time of taking security deposit. If the market value falls subsequently the person offering security shall agree to provided additional security. The securities shall be formally transferred to the department or office concerned with whom contract is made.

39. While submitting tenders the contractor/s shall take into consideration that they will have to pay income-tax at 2% on gross amount and surcharge at prevailing rates to be paid and the same will be recovered through R.A. Bills.
40. The tendered rates shall be inclusive of all taxes rates and ceses and shall be inclusive of service tax and tax livable in respect of work contract under the provision of the Maharashtra Sales Tax on Transfer of Property in goods involved in execution of works Contract (TDS) Maharashtra tax laws (Act No.XVII of 1999) (Levy Amendment & Validation Act 1999) Maharashtra Value Added Tax (MVAT) etc. The lowest tenders shall have to make his own arrangement for electric supply for this work.
41. While **preparing & submitting e-tender** the Contractor /s shall take into consideration that they will have to pay Works Contract Tax as per the Maharashtra Value Added Tax Act 2002,TDS shall be deducted at the rate of 4% on gross amount of bill payable to contractor if he is not registered under VAT, if he is registered under VAT.the TDS to be deducted at 2% from the bill. The rate shall be subject to Government's directions as those shall be issued from time to time.
40. A A While submitting etender, the tender/s shall take into consideration that, they will have to pay Service Tax as per the rate decided by and as and when revised by Central Excise Department. The contractor will have to produce a registration certificate from Central Excise Department.
The contractors offer shall be inclusive of Service Tax which is the liability and responsibility of the contractor to pay it to the Central Excise Department .AN equal amount will be withheld from running payments till the contractor obtains Service Tax registration. The intension behind withholding the amount which to make the contractor to register with Central Excise Department and obtain registration certificate and make regular payment of taxes.
40. B As per Govt.C.R. of Maharashtra Revenue & Forest Deptt's notification No. Gaukhani-10/1009/PK-309/KH (3) Dated 11th Feb 2010, royalty charges of Rs.200/- Per brass,i.e.Rs.70.67 per cum, are included in the respective all items and of supply of natural minerals i.e.Rubble, Metal, Sand, Murum etc.in the tender rates, Contractor will have to produce documentary evidence to the Executive Engineer, as regards payment made by the contractor to Revenue Department towards royalty charges. If such documentary evidence is not produced, the component of royalty charges as contemplated in the tender item will be deducted through running payments.
41. The acceptance of tender will be intimated telegraphically or otherwise by the authority competent to accept the tender or by the higher Authority of Maharashtra Housing & Area Development Authority, to the Contractor/s which shall be deemed to be an intimation of the tender given by the Authority Competent to accept the tender
42. The lowest tenderer shall be equally responsible for executing / completing the work as per specification and if any decision of consumer/any Hon. Court is received regarding quality of work then the judicial decision will be binding on the Contractor for rectification.
43. MHADA reserves the right to verify financial transaction of Contractor in his Bank/Financial Institution. Contractor should give authority to that effect along with his accounts numbers & Bank/Financial Institutions name & address. Any changes/ modification may be communicated to MHADA immediately.

44. As mentioned in the Notice Inviting Tender, at present the scope of work consists of Development of maximum No. of 47 tenements. However exact Number of plots /**Tenement** to be developed , may change as per the firm demand registered with Chief Office/Nagpur Board which will be informed in writing at the time of issuing letter of acceptance. The amount of Security Deposit shall remain same as per Notice Inviting Tender i.e. change in scope of work will not have any effect on the amount of S.D.
- A) In case of reduction in number of tenements, notwithstanding to the provisions of clause 15 of the B-1 agreement, the bidder will not be entitled to the claim of what so ever nature on account of reduction in the scope of work (i.e. number of tenements)
- B) In the case the demand is subsequently increased than Number of Plots as per the work order, then the bidder is bound to develop the additional plots, at the same quoted rates & terms & conditions of this tender, subject to provision that the total of number of plots in the work order and those ordered subsequently to be developed additionally shall not exceed the number of Plots mentioned in the Notice Inviting Tender. The decision of increase in the scope of work will be communicated in the writing to the contractor by Engineer-in-charge within three months from the date issue of work order. In such case, the bidder may be allowed time extension to complete the work so ordered without entitlement of any claim of what so ever nature on such account.

45. **The bidder will be eligible to submit the etender who meets the minimum qualification criteria only if his/their available bid capacity is more than total value of the work for which he has offered his bid. The available bid capacity will be calculated on the basis of formula give below:-**

Assessed available bid capacity = $(A \times N \times 2 - B)$

Where

A = Maximum value of building work executed in any one year during the last 5 years taking into account the works completed as well as works in progress, duly updated the value.

N = Number of years prescribed for completion of the works for which bids are invited (in years)

B = Updated value of existing commitments and ongoing works to be completed during the next 12 months (Period of completion of the works for which bids are invited)

Notes :- The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representation in the forms.

Statement and attachments submitted in proof of the qualification requirement; and / or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation, history or financial failures etc.

(46) SECURITY DEPOSIT-

- i. The amount of initial security deposit will be 50% of total Security Deposit in cash or in the form of Government Securities, Term Deposit Receipt or Bank Guarantee from Nationalized/Scheduled Bank in the form approved by Maharashtra Housing and Area Development Authority, remaining 50% will be deducted from the bills as per Clause 21 of the printed conditions of contract.
 - ii. Validity of the Term Deposit Receipt or Bank Guarantee should be for a period of 6 (Six) months beyond the stipulated date of completion of the work or three months of the date of payment of the final bill, whichever is later.
 - iii. The contractor should arrange for the extension or renewal of the Term Deposit Receipt or Bank Guarantee as and when necessary. If Contractor fails to get the Bank Guarantee renewed, the amount equivalent to Bank Guarantee will be withheld from available dues.
 - iv. The amount towards Security Deposit deducted from R. A. Bills will not be allowed to
be converted into Bank Guarantee.
 - v. In addition the contractor will have to produce a Surety Bond on the stamp paper of appropriate denomination of equivalent to the Security Deposit with solvency certificate of the surety in whose favour you will produce Surety Bond.
- (47) The Income Tax @ 2% or percentage in force from time to time or at the rate as intimated by competent authority of income tax department shall be deducted from the bill amount. Whether, a measured bill, an advance payment or a secured advance. Surcharge and Education cess over and above on income tax as per rate in force shall also be levied.
- (48) The Value Added Tax on transfer of property in goods involved in the execution of works under Maharashtra Value Added Tax Act 2002 will be applicable @ 4 % (Four percent) of the contract value in case of the construction contract. The rate of levy of this tax is subject to change, without prior notice, in accordance with the notification(s) issued by the tax authorities of the Govt. from time to time. The deduction on account of this tax will be made from the gross payable value of the bill against the contract without any deduction whatsoever.
- (49) DEFECT LIABILITY PERIOD :**
Defect liability period shall be one year. However security deposit @ 90 % of the amount put to tender shall be retained in the form of Bank Guarantee for the period of defect liability. The remaining security deposit shall be refunded after 6 months after completion of work in terms of clause 7 of the agreement or 3 months after the payment of final bill, whichever is later.
- (50) WATCH AND WARD:**
Watch and Ward charges shall be borne by the contractor for initial period of one year after physical completion of the work and shall be payable by the Board for the period beyond one year after physical completion of the work and for such period for which the contractor shall be asked to provide watch and ward and shall be paid at the rates approved by Maharashtra Housing and Area Development Authority.
- (51)** As per Maharashtra State Government resolution of Industry , Energy & Labour department No. BLA/2009/CR-108/Labour, 7-A dated 17 June 2010, the Worker welfare cess amounting to 1 % of gross bill amount shall be deducted from each bill.

Instruction to the Tenderers for procedure of submission of tender.

Contents of tenders should be prepared & submitted on MHADA e-tendering Portal mentioned above in following manner & must upload below asked document's scanned copies.

Online 1) Scanned copy of FDR/TDR/CDR Given by Bank for EMD

Envelope No.1

(T1)

- | | | |
|--|---|--|
| <ul style="list-style-type: none"> 2) Valid Registration Certificate in appropriate class. 3) Details of works in hand 4) Details of works completed 5) Details of Technical Personnel 6) List of machinery & plants 7) Details of Litigation. 8) Registered power of attorney 9) Other documents as mentioned in Notice Inviting Tender & Detail Tender Notice. | } | <p>statement 1 to 6
attached are to be
uploaded.</p> |
|--|---|--|

Notes :- Performa of statements Serial Nos. 3 to 7 are also provided along with main Tender Booklets (page No.33 to 51) . **Tenderers are requested to fill online forms of statements & encrypt the data using valid Digital Signature certificate issued by Any of Government of India approved Certifying Authority, in envelope 1 given.**

Online Envelope Main tender document mentioning the financial offer of the tenderer and minutes of pre-bid meeting.

No.2 (C-1)

Upon preparation of Data in Both the envelopes mentioned above, contractor Need to generate HASH value of bid & same has to be signed using Digital Signature Certificate the submit the HASH value on eTendering Portal.

On prescribed date of Bid Submission. Contractor need to upload all the documents

Uploaded during Bid Preparation & also re-encrypts data using Digital Signature Certificate.

Procedure for Tender opening

Tender will be opened online by competent authority on prescribed date given in Tender Schedule. **Online EMD, scrutiny will be done first and uploaded documents by contractors will be opened** against the tender requirements mentioned above. If contents are not as per requirements, **online** financial bid may not be opened.

Signature of Contractor

**Executive Engineer-II
Nagpur Housing & Area Development
Board.
Division no.II Nagpur.
Nagpur-440001**

CHAPTER – III

**METHODOLOGY OF
E-TENDER SUBMISSION**

CONTRACTOR

EXECUTIVE ENGINEER-II

**LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID AND
METHODOLOGY OF BID SUBMISSION**

The following documents should be submitted by the bidder along with sealed bid :

1. Attested legible copy of valid registration certificate.
2. Attested legible copy of PAN CARD issued by Income Tax Department.
3. Statement showing all works previously executed in the last five years.
(Proforma given at page 18) Statement-1
4. Statement showing all works in hand (proforma given at page 19) Statement-11
5. Statement showing details of technical personnel available with bidder for the work for which the bid is submitted, (proforma given at page 20) Statement-III
6. Statement showing machinery available with the Bidder which will be used at the work (Performa given at page 21) Statement-IV Where the machinery is not owned by the bidder he should attach a letter of the Owner to place the machinery at the disposal of the bidder.
7. Statement showing information on Litigation history in which bidder is involved.
(Proforma given at page 22) Statement -V
8. Statement showing all works tendered for.-(Proforma given at page 23)
Statement-VI
9. Earnest Money receipt in the prescribed forms.
10. Attested legible copy of Licence having registered with Assistant Commissioner of labour as per Contract-Labour (Regulation & Abolition) Rules 1970. And the Maharashtra Contact-Labour (Regulation & Abolition) Rules 1970.
11. Attested legible copy of partnership deed/Memorandum and Articles of Associations as the case may be, if the bidder is partnership firm or a joint company.
12. Attested legible copy of M-VAT Act 2002.
13. Consents letter of Registered electrical contractor (Registered under the appropriate class in PWD, Electrical) 'C' class and above.
14. Consent letter of Registered Plumber.
15. Forwarding letter along with list of all documents, forms statements conditions etc.

Note : Tenders shall have to submit the required information mentioned above at S.No.3,4,5,6,7 &8 in prescribed format, otherwise the tender will not be opened and rejected without giving any reason.

MANNER OF SUBMISSION OF THE BID

- i) **Two Separate envelopes** :- One for the documents to be enclosed and other for the
the
Offer papers should be used. The envelope No.1 should contain all the documents mentioned above. The contractors are to submit the information sought for through statements 1, 2, 3, 4, 5 & 6 in the format prescribed at Page No. 18, 19, 20, 21, 22 & 23 . They are not to tear off these pages, but to submit information on separately typed and signed sheets. The price bid papers (i.e. this bid book) should be included in the Envelope No. 2. This Envelope (No.2) should not contain any conditions or any other documents except the price bid itself.
- ii) The documents contained in the two envelopes should be clearly indicated on each envelope.
- iii) Both the envelopes should be superscribed ("TENDER FOR CONSTRUCTING"). The name and full address with Mobile Number of the tenderer should be written on the left side bottom of the Envelope. The sealed envelopes should be address to the Dy. Chief Engineer, Nagpur Housing and Area Development Board, Nagpur.
- iv) While opening the bids, the Envelope No.1 containing the documents and statements as mentioned above will be opened first. In case the required documents are found missing, the envelope containing the main bid may not be opened. The first envelope should contain all the papers as mentioned above and not the price bid.
- v) The first envelope will be opened in the presence of all bidders who choose to remain present) or their authorized representatives, conditions discussed, evaluated etc., and then the second envelope will be opened subsequently. An advance notice will be given at the time of opening the second envelope if possible.
- vi) If a particular contractor is offering by bids for other groups, all documents to be included in Envelope No.1 must be given separately for the bid of each group.

CONTRACTOR

EXECUTIVE ENGINEER-II

STATEMENT SHOWING ALL WORKS PREVIOUSLY EXECUTED

Name of Bidder :

(IN LAST 5 YEARS)

Sr. No.	Name of Work	Department/Organization which awarded the work	Value of the total work done	Specified period of completion and actual period required for completion		REMARKS (Bidder to indicate any recognition for completion works carry or fines, penalties for delays and reasons for delays)
				Specified	Actual	
1	2	3	4	5(a)	5(b)	6

CONTRACTOR

STATEMENT – II**STATEMENT SHOWING ALL WORKS IN HAND ON THE DATE OF SUBMISSION OF TENDER**

Name of Bidder :

Sr. No.	Name of Work	Department/ Organization which awarded the work	Value of the total work (at Bidder's rates)	Value of residual work remaining to be completed on date of bidding	(I)Original date of completion (II) Extension granted if any (III) Probable date of completion (IV) Penalties levied if any	REMARKS (Bidder to indicate any recognition for completion works carry or fines, penalties for delays and reasons for delays)
1	2	3	4	5	6	7

CONTRACTOR

**STATEMENT SHOWING THE DETAILS OF TECHNICAL PERSONNEL AVAILABLE WITH
THE BIDDER FOR THE BID WORK**

Name of Bidder :

Sr. No.	Name of Technical Persons	Qualifications	Details of length of services with bidder	Previous Experience	REMARKS
1	2	3	4	5	6

CONTRACTOR

LIST OF MACHINERY AVAILABLE WITH THE BIDDER AND WHICH WILL BE USED ON THIS WORK

Name of Bidder :

Sr. No.	Name of Equipment	No., of units (Give Registration Nos. of vehicles, rollers etc.)	Kind of make	Ownership of the machinery	Capacity	Age of Machinery	Present condition of Machinery (Running/ out of order)	Present location with name & address of organization where machinery is under use at present	Whether machinery is hypothecated to any division, bank or other institution etc.	REMARKS
1	2	3	4	5	6	7	8	9	10	11

CONTRACTOR

STATEMENT SHOWING INFORMATION ON LITIGATION HISTORY IN WHICH BIDDER IS INVOLVED

Name of Bidder :

Sr. No.	Other Party (es)	Employer	Cause of dispute	Amount involved	REMARKS Showing Present position
1	2	3	4	5	6

CONTRACTOR

STATEMENT SHOWING ALL WORKS TENDERED FOR

Name of Bidder :

Sr. No.	Department/Organization awarded the work	Name of Work	Value of the total work		Position of Quotation	Probable date of		REMARKS (Indicate your view in the tender submitted by you for)
			Per Tender	Per Quotation		Commencement of work	Completion of work	
1	2	3	4	5	6	7	8	9

CONTRACTOR

CHAPTER IV
AGREEMENT FORM B - 1

FORM B-1

**MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY
NAGPUR HOUSING AND AREA DEVELOPMENT BOARD, NAGPUR
DIVISION : Executive Engineer, Nagpur Division-II**

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and amount of the security deposit to be deposited by successful tenderer and the percentage, if any, to be deducted from bills, it will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates, schedule rates and any other documents required in connection with the work will be signed by the Executive Engineer for the purpose of identification shall also be open for inspection by pre-qualified contractor for this tender at the office of the Executive Engineer during office hours.

Where the works are proposed to be executed according to the specification recommended by a Contractor and approved by a competent authority on behalf of the Maharashtra Housing and Area Development Authority on such specification with design and drawing shall form part of the accepted tender.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner there of and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so.
- 2A (i) The contractor shall pay along with the tender the sum of **Rs. 4,04,972/-** as and by way of earnest money. The contractor may pay the said amount by Term Deposit Receipt for 12 months in the name of Chief Accounts Officer of any schedule bank for the like amount. The said amount of earnest money shall not carry any interest whatsoever.
- (ii) In the event of his Tender being accepted, subject to the provisions of sub-clause.
- (iii) below the said amount of earnest money shall be appropriated towards amount of security deposit payable by him under condition of General Condition of Contract.
- (iv) If after submitting the tender, the contractor withdraws his offer, or modified the same, or if after the acceptance of his Tender the Contractor fails or neglects to furnish the balance of Security Deposit, without prejudice to any other rights and powers of N. H. & A. D. B. hereunder on in law, N. H. & A. D. B. shall be entitled to forfeit the full amount of the earnest money deposited by him.

CONTRACTOR**EXECUTIVE ENGINEER-II**

- (v) In the event of his tender not being accepted the amount of earnest money deposited by the contractor shall unless it is prior there to forfeited under the provisions of sub-clause iv above be refundable to him on his passing receipt therefore.
3. Receipt for payments made on account of any work, when executed by a firm, shall also be signed by all the partners except where the Contractor are described in their tender as a firm, in which case the receipt is shall be signed in the name of the firm by one of the partners or some other person having authority to give effectual receipts for the firm.
 4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in schedule's' (Memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate of such percentage on all the Estimated rates/scheduled rates shall be named. Tenders which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two more works, they shall submit a separate tender for each work. Tender shall have name and number of the work to which they refer written outside the envelope.
 5. The Dy. Chief Engineer & Executive Engineer or his duly authorized Assistant will open tenders in the presence of any intending contractors who have submitted tenders or their representatives who may be present at the time and he will enter the amounts of the several tenders in a comparative statement in suitable form. In the event of a tender being accepted the contractor shall for the purpose of identification sign copies of specification and other documents mentioned in Rule 1. In the event of tender being rejected the Executive Engineer shall authorize the Accounts Officer concerned to refund the amount of the earnest money deposited by contractor making the tender on his giving a receipt for the return of the money.
 6. The officer competent to dispose the tenders shall have the right of rejecting or any tenders.
 7. No receipt for any pay-may alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Maharashtra Housing and Area Development Authority unless it is signed by the Executive Engineer or any other Authorised Officer.
 8. The memorandum of work to be tendered for an and schedule of materials to be supplied by the Nagpur Housing and Area Development Board and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued if a form issued to an intending tenderer has not been so filled in an completed, he shall request the said office to have this done before he completes and delivers his tender.
 9. All work shall be measured net by standard measure and according to the rules and customs of Maharashtra Housing and Area Development Authority without reference to any local contract.
 10. Under no circumstances shall any contractor to be entitled to claim enhanced rates for any items in this contract.
 11. Every contractor shall, unless exempted in writing by the Dy. Chief Engineer concerned produce along with this tender a solvency certificate from the Collector of District within which he resides or a banker's certificate of his financial stability. If he fails to produce such certificate his tender will not be considered.
 12. All correction and additions or pasted slips should be initiated.

CONTRACTOR

EXECUTIVE ENGINEER-II

13. The measurements of work will be taken according to the usual method in use in the Maharashtra Housing and Area Development Authority and no proposals to adopt alternative methods will be accepted. The Executive Engineer's decision as to what is the usual method in use in the Maharashtra Housing and Area Development Authority will be final and binding on contractor.
14. The tendering Contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract and the value of the work that remains to be executed in each case on the date of submitting the tender.
15. Every tenderer shall submit along with tender information regarding the Income Tax circle, or ward of the district in which he is assessed to Income Tax the reference to the number of the assessment and the assessment year.
16. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the Department for the purpose of plant and machinery required for the execution of work contracted for.
17. The contractor will have to construct shed for storing controlled and valuable materials brought by him, at work site, having double locking arrangement. The materials will then be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of works.
18. The contractors shall also give a list of machinery in their possession and which they propose to use on the works.
19. True copy of Income – Tax clearance Certificate should be attached with the tender.
20. Contractors should produce evidence of their registration in appropriate category (valid on the date of submission of tender) otherwise the tender will not be considered.

SIGNATURE OF CONTRACTOR(s)

**Executive Engineer-II
Nagpur Housing & Area Dev.
Board, Nagpur.**

CONTRACTOR

EXECUTIVE ENGINEER-II

TENDER FOR WORKS

I/We hereby tender for the execution for the Maharashtra Housing & Area Development Authority (herein before and herein after referred to as Maharashtra Housing & Area Development Authority) of work specified in the underwritten memorandum within the time specified in such memorandum at percent..... above / below signature of contractor the estimated rates entered in Schedule 'B' (Memorandum showing items of works to be carried out) and in accordance in all respect with the specifications, drawing and designs and instructions in writing referred to in Rule 1.

**Signature of Contractor
with Seal.**

MEMORANDUM

- a. General Description: Construction of 47 Tenements under LIGHS at Sr. No. 33/A, 33/B, 24/A, 34/A, 36/11, 96/1 and 96/2 at Kamptee, Distt. Nagpur.
- (b) Estimated cost **Rs. 4,04,97,190/-**
- (c) Earnest Money **Rs. 4,04,972 /-**
- (d) Security Deposit at 4% : **Rs. 16,19,888/-**
 (i) Cash (Not less than the amount of Earnest Money) Govt. Securities/FDR/Debentures of HUDCO/ Bank Guarantee of Nationalised/Scheduled Bank. **Rs. 8,09,944/-**
 (ii) To be deducted from current bills. **Rs. 8,09,944-**
- (e) Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit by the time half the work as measured by the cost, is done 4 (four) percent.
- (f) Time allowed for the work from date of written order to commences 12 months (including monsoon)

(a) If several sub works are included they should be detailed in a separate list.

(b) The amount of Earnest Money to deposited shall be in accordance with the provision Para 206, 207 of the MPW Manual.

(c) This deposit shall be in accordance with Para 213, 214 of MPW Manual.

(d) This percentage where no security deposit is taken will vary from 5 percent to 10 percent according to the requirements of the case where security deposit is taken see note to Clause 1 of conditions of contract.

(e) Give schedule where necessary showing dates by which the various items are to be completed.

CONTRACTOR

EXECUTIVE ENGINEER-II

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 forfeit and pay to Maharashtra Housing and Area Development Authority the sums of money mentioned in the said conditions.

I / We have secured exemption from payment of earnest money after executing the necessary bond in favour of the N. H. & A. D. Board or MHADA, true copy of which is enclosed herewith should any occasion for forfeiture of Earnest Money for this work arise due to failure or any or part to (1) abide by the stipulation to keep the offer open for the period mention above or (2) sign and complete the contract document and furnish the security deposit as specified in item of the Memorandum contained in paragraph 1 of the annexed General Conditions of Contract the amount payable by me/us at the option of the Engineer, be recovered out the amount deposited in lump sum for securing exemption is so far the same may extend in terms of the said bond and in the event of the deficiency out of any other money which are due or payable to me / us / by the M. H. A. D. A. under any other contract or transaction of any nature whatsoever or otherwise.

Contractor

Signature of Contractor
Before submission of tender

Address

Dated the, day of 201

Witness

Signature of Witness
to Contractor's Signature

Address

Occupation

The above tender is hereby accepted by me on behalf of Maharashtra Housing & Area Development Authority (Nagpur Housing & Area Development Board)

Executive Engineer-II
Nagpur Housing and Area Development
Board, Nagpur.

Signature of the Officer
whom accepted

Dated the day of 201

CONTRACTOR

EXECUTIVE ENGINEER-II

CHAPTER – V

**ADDITIONAL GENERAL
CONDITION OF CONTRACT**

CONTRACTOR

EXECUTIVE ENGINEER-II

CONDITION OF CONTRACT

CLAUSE-1: The person/persons whose bid may be accepted (hereinafter) called the Contractor, which expressly shall unless excluded by or repugnant to the context include his heirs, executors and assigns) shall (A) within ten days (which may be extended by the Dy. Chief Engineer, concerned upto 15 days if the Dy. Chief Engineer thinks it fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash or Govt. securities endorsed to the Executive Engineer (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the bid or (B) permit Maharashtra Housing and Area Development Authority at the time of making any payment to him for work done under the contract to deduct such sum as will amount to two percent of all moneys so payable (such deduction to be held by Maharashtra Housing and Area Development Authority by way of Security Deposit) provided always that in the event of the Contractor depositing a Lump sum by way of security deposit as contemplated at (A) above, than and in such case; if the sum of deposited shall not amount to two percent of the total estimated cost of the work . It shall be lawful for Maharashtra Housing and Area Development Authority at the time of making any payment to the Contractor for work done under the contract to make up the full amount of two percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the Security Deposit is made up. All compensation or other sums of money payable by the Contractor to Maharashtra Housing and Area Development Authority under the terms of his contract may be deducted from or paid by the sale of sufficient part of his Security Deposit or from the interest arising therefrom, may be due or may become due by Maharashtra Housing and Area Development Authority to the Contractor under any other contract or transaction of any nature on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or N. .H. & A. D. B securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

SECURITY DEPOSIT

If the amount of Security Deposit to be paid in Lumpsum within the period specified at (A) above is not paid, the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amount. The amount of the security deposit lodged by Contractor shall be refunded after the payment of the final bill, if the date upto which the Contractor has agreed

to maintain the work in good order is over. If such date is not over, only 90% amount of Security Deposit shall be refunded along with the payment of final bill. The amount of Security Deposit retained by the M.H.A.D.A. shall be released after expiry of period upto which the Contractor has agreed to maintain the work in good order is over. In the event of the Contractor failing or neglecting to complete rectification work within the period upto which the Contractor

CONTRACTOR

EXECUTIVE ENGINEER-II

has agreed to maintain the work in good order then subject to provision of clause 17 and 20 hereof the amount and security deposit retained by M.H. & A.D.A. shall be adjusted towards the excess cost incurred by the department on rectification work.

CLAUSE- 2 : The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Dy. Chief Engineer (whose decision in writing shall be final) may decided, of the amount of the estimated cost of whole work as shown by the tender for every day that the work remain uncommenced, or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the Contractor shall be bound in all the cases in which the time allowed for any work exceeds one month to complete.

Compensation for delay

25% of the work in 25% of the time.

50 % of the work in 50% of the time.

75% of the work in 75% of the time.

100% of the work in 100% of the time.

And abide by the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable

..... As Above.....

In the event of the Contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount, as the Dy. Chief Engineer (whose decision in writing shall be final) may decided of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete, provided always that the total amount of compensation to be paid under the provision of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

CLAUSE- 3 : In any case in which under any clause or clauses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in lump sum or deducted by installments) or case of abandonment of the work owing to serious illness or death of Contractor or any other cause, the Executive Engineer, on behalf of the M.H.A.D.A. shall have power to adopt any of the following courses as he may deem best suited to the interests of M.H.&A.D.A.

Action when whole of Security deposit is forfeited

(a) To rescind the contract (of which rescission notice in writing to the Contractor under the hand of the Executive Engineer shall be conclusive evidence) and in that case the Security Deposit of the contractor shall stand forfeited and be absolutely at the disposal of M.H. & A.D.A.

CONTRACTOR

EXECUTIVE ENGINEER-II

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

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

In case the Contract shall be rescinded under clause (a) above, the Contractor shall not be entitled to recover or be paid any sum of any work there-before actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new Contractor and other allied expenses exceeding the value of such work credited to the Contractor, the amount of excess shall be deducted from any money due to the Contractor by M.H. & A.D.A. under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however, that the Contractor shall have no claim against M.H.& A.D.A. even if the certified value of the work done departmentally or though a new Contractor except the certified cost of such work and allied expenses; provided always that whichever of the three courses mentioned in clause (a),(b)or (c) is adopted by the Executive Engineer, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements or made any advances on account of or with view to the execution of the work or the performance of the contract.

CONTRACTOR

EXECUTIVE ENGINEER-II

CLAUSE - 4: If the progress of any particular portion of the work is unsatisfactory, the Executive Engineer shall not withstand that the general progress of the work is satisfactory in accordance with Clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 days notice in writing. The Contractor shall have no claim for compensation, for any loss sustained by him owing to such action.

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

CLAUSE - 5: In any case in which any of the powers conferred upon the Executive Engineer by Clause 3 and 4 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 conditions thereof and such power shall notwithstanding be exercisable in any future case of default by the Contractor, for whom under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desired take possession of all, or any tools, plants, materials and stores, in or upon the works or the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may after giving notice in writing to the contractor or his clerk of the work, foreman or other authorised agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice, and in that event of the Contractor failing to comply with any such requisition, the Executive Engineer may remove them at Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects, and certificate of the Executive Engineer as to the expenses, of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

Contractor remains liable to Pay compensation if action Not taken under clauses 3 and 4

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

Extension of time.

CONTRACTOR

EXECUTIVE ENGINEER-II

CLAUSE - 7 : On completion of the work the Contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in charge) of such completion, but not such certificate shall be given nor shall the work be considered to **Final Certificate** complete until the Contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish and shall have cleaned off the dirt from all woodwork, doors windows, walls floor or other parts of any building, in or upon which the work has been, executed or on which he may have had possession for the purpose of subordinate until they have received the approval of the engineer executing the work, nor until the works shall have been measured by the Engineer-in-charge or where the measurements have been taken by his charge, the said measurements being binding and conclusive against the Contractor shall fail to comply with the requirements of this clauses as to the removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work the Engineer-In-charge may at the expenses of the Contractor, remove such scaffolding, surplus material and rubbish and dispose off same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any actually realized by the sale thereof.

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

Payment on Intermediate Certificate to be regarded as advance.

CONTRACTOR

EXECUTIVE ENGINEER-II

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

Payment of reduced rates on account of items of work not accepted as completed

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

Bill to be submitted

CLAUSE-11: The Contractor shall submit all bills on the prescribed printed forms. The charges to be made in the bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

Bill to be printed forms.

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

Stores supplied by

CONTRACTOR

EXECUTIVE ENGINEER-II

good condition at the time of completion or determination of the contract shall be returned to M.H.A.D.A store. If the Engineer-in-charge so requires by a notice in writing given under his hand, but the Contractor shall not be entitled to return any such materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such material.

CLAUSE- 13 : The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and every other respect in direct accordance with specification. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the Contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The Contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawing and working drawing if required by him, shall be supplied at the rates of Rs. 50/- per set of contract drawing and Rs. 107- per working drawing except where otherwise specified. The layout plan of various building attached with the tender is tentative. The various locations of the orientations of building may undergo change. The position of the building may be change. No claim from the Contractor will be entertained on account of changes made in layout.

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

Works to be executed in accordance with specification drawings order etc.

Alterations in specifications And designs not be Invalide contracts.

Rate for works not entered In estimate for schedule of rates of the districts.

CONTRACTOR

EXECUTIVE ENGINEER-II

agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable, provided always that if the Contractor shall commence work or incur any expenditure in regard there to before the rates shall have been mentioned all lastly hereinbefore mentioned then in such case he shall only be entitled to be paid in respect of the work carried or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rate as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Dy. Chief Engineer of the Board will be final.

Where, however the work is to be executed according to the design, drawing and specifications recommended by the Contractor and accepted by the competent Authority the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.

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

CLAUSE -15: (1) If at any time after the execution of the contract documents, the Engineer shall for any reason whatsoever (other than default on the part of the Contractor for which the Government is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all he shall give to the Contractor a notice in writing of such desire and upon the receipt of such notice the Contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the 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.

(2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the Contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work, by giving 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 measurements of the work already done and to pay the final bill. Upon giving such notice the Contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under this contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the Contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the Contractor. Such payment shall not in any manner prejudice the right of the Contractor to any further compensation under the remaining provisions of this clause.

(3) Where the Engineer requires the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on account of his having had to pay the salary or wages of labour engaged by him during the said period of suspension ; provided always that the contractor shall

Ex tensions of time in Consequence of Additions or Alterations.

No claim to any Payment or Compensation for Alterations in or restriction of work.

not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the Contractor.

(4) In the event of :-

- (i) any total stoppage of work on notice from the Engineer under Sub-clause (1) in that behalf;
- (ii) Withdrawal by the Contractor from the contractual obligations to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days;

or

- (i) curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitutions in the specifications, drawings, designs or instructions under clause 14(1) where such curtailment exceeds 25 % in quantity and the value of the quantity curtailed beyond 25 percent at the rates for the item specified in the tender is more than Rs.5,000/-

it shall be open to the Contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) notice under clause 14(1) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Government to take Engineer. The Government shall therefore take over the material so offered, provided the quantities offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specification approved by the Engineer.

CLAUSE -16: Under no circumstance whatsoever shall the Contractor be entitled to any compensation from M.H.& A.D.A on any account unless the Contractor shall have submitted a claim in writing to Engineer-in-charge within one month of the cause of such occurring.

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

**Time limit
for
Unforeseen
claims**

**Action and
Compensation
payable in case
bad work.**

CLAUSE-18 : All works under or in course of execution or executed in pursuance of contract shall at all times be open to the inspection and supervision of the engineer-in-charge and his subordinates, and the Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intension of the Engineer-in-charge or his subordinates to visit the works shall have been given to the Contractor and have a responsible agent duly accredited in witting present for that purpose. Orders given to the Contractors himself duly authorised agents shall be considered to have the same force and effect as if they had been given to the Contractor himself.

Works to be open to Inspection.

CLAUSE - 19 : The contractor shall give not less than five day's notice in witting to the Engineer-in-charge or his subordinate-in-charge of work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expenses and in default thereof on payment or allowance shall be made for such work or for the materials with which the same was executed.

Notice to be given before Work is covered up.

CLAUSE - 20 : If during the period of 12 months from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or 12 months after commissioning the work, whichever is earlier in the opinion of the Executive Engineer, the said work is defective in any manne whatsoever, the Contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manne prescribed and under the supervision of the Executive Engineer. In the event of the Contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and/o to complete the same as aforesaid as required by the said notice, the Executive Engineer shall get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the Contractor. The Contractor shall forthwith on demand pay to the Government the amount of such cost, charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer shall be final and binding on the Contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the Contractor failing or neglecting to pay the same on demand as aforesaid

Contractor liable for damage done , and for imperfections for 12(Twelve) months after certificate.

CONTRACTOR

EXECUTIVE ENGINEER-II

without prejudice to any other right and remedies of the MHADA, the same may be recovered from the Contractor as arrears of land revenue. The MHADA shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the MHADA to the contractor either in respect of the said work or any other work whatsoever or from the amount of the Security Deposit retained by MHADA.

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

Contractor to supply plant Ladders, scaffolding etc.

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

CLAUSE - 21 A : The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulation in connection herewith-

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

(b) A scaffolds shall not be constructed taken down or substantially altered except-

- i) under the supervision of competent and responsible person, and
- ii) as far as possible by competent workers possessing adequate experience in this kind of work.

CONTRACTOR

EXECUTIVE ENGINEER-II

- c) All scaffolds and appliances connected therewith and all ladders
 - (l) Be sound material
 - (ii) Be of adequate strength having regard to the loads and strains to which they will be subjected and
 - (iii) Be maintained in proper condition
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be over-loaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffolds special precaution shall be taken to ensure the strength and stability of the scaffolds.
- (g) Scaffolds shall be periodically inspected by Competent person.
- (h) Before allowing a scaffold to be used by his workman the Contractor shall whether the scaffold has been erected by his workman or not take steps to ensure that it complies fully with the regulation herein specified, (i) Working platforms, gangways and stairways shall
 - (i) be so constructed that no part thereof can sag unduly or unequally
 - (ii) be constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons trip or slipping, and
 - (ii) be kept free any unnecessary obstruction,
- (j) In case of working platforms gangways, working place and stairways at a height exceeding 10'-0"
 - (i) every working platform and every gangways shall be closely boarded unless other adequate measures taken to ensure safety
 - (ii) every working platform and gangway shall have adequate width,
 - (iii) Every working platform gangway working place and stairway shall be suitably fenced.
- (k) Every opening in the floor of a building or in working platform shall except for the time and to extent required to allow the access of persons or the transport or shifting of material to be provided with suitable means to prevent fall of persons or material.
- (l) When any employed on a roof where there is a danger of falling from a height exceeding 10'-0" suitable precautions shall be taken to prevent the fall of persons or material,
- (m) Suitable precautions shall be taken to prevent persons being struck by article which might fall from scaffolds platforms and other working places,
- (n) Safe means of access shall be provided to all working platforms and other working places.
- (o) The Contractor/Contractors will have to make payment to the labour as per minimum wages Act.

CONTRACTOR

EXECUTIVE ENGINEER-II

CLAUSE - 21 B : The Contractor shall comply from mascript with the following regulation as regards the Hoisting Application to be used by him:

- (a) Hoisting machines and tackle including their attachments anchorages and supports shall
 - (i) be of good mechanical construction sound material an adequate strength and free from patent defect and
 - (iii) be kept in good repair and in good working order
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and free from patent defect.
- (c) Hoisting machines and tackle shall be examined and adequately tested after erected on the site and before use and be reexamined in position at intervals to be prescribed by the M.H. & A.D A
- (d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- (e) Every crane driver or hoisting appliance operator shall be properly qualified.
 - (f) No person who is below the age of 18 years shall be in control of any hoisting machine, including of scaffold which give signals to the operator.
 - (g) In the case of every hoisting machine and every chain, hooks, shackle,shivels and pulley block used in hoisting or lowering or a as a means of suspension the Safe working load shall be ascertained by adequate means.
 - (h) Every hoisting machine and all gears referred to in the preceding regulations shall be plainly marked with the safe working load,
 - (i) In the case of hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be dearily indicated,
 - (j) No part of any hoisting machine or any gear referred to In regulation above shall be loaded beyond the working load except for the purpose of testing,
 - (k) Motors, gearing, transmissions electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safe guards.
 - (l) Adequate precautions shall be taken to reduce to minimum the risk of any of a suspended load becoming accidentally displaced.

CLAUSE - 22 : The Contractor shall not set fire to any standing jungle trees, brushwood or grass without a written permit from the Executive fi re. Engineer. When such permit is given and also in all cases when destroying, cut or dug up dress, brushwood, grass etc., by fire the Contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor shall make his own arrangements for drinking water for the labours employed by him.

Measure for prevention of Fire.

CONTRACTOR

EXECUTIVE ENGINEER-II

CLAUSE-23 : Compensation for all damage done intentionally or unintentionally by Contractor's Labour whether in or beyond the limits M.H. & A.DA property including any damage caused by the spreading fire mentioned in clause 22 shall be estimated by the Engineer-in-charge such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Dy. Chief Engineer on appeal shall be final and the Contractor shall be bound to pay the amount of the assessment compensation on demand failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due by M.H. & A.D A to the Contractors under this contract or otherwise. The Contractor shall bear the expenses of defending any action or other legal proceedings that may brought by any person for injury sustained by him owing to neglect or precaution to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

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

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

Employment of female labour.

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

Work on Sundays.

CLAUSE -26 : The contract shall not be assigned or sublet without the written approval of Engineer-in-charge. And if the Contractor shall assign or sublet his contract, or attempt to do so to become insolvent or commence any proceedings to get himself adjudicated on Insolvent or make any composition with his creditors, or attempt to do so or if any bribe, gratuity, gift, loan perquisite, reward or advantage, pecuniary otherwise, shall either directly or indirectly be given promised or offered to the Contractor or any of his servants or agents to any public officer person in the employ of MHAD in any way relating to his office employment or if any such officer or person shall become in any way directly or indirectly in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of M.H. & A.D.A and same consequences shall ensue as if the contract had been rescinded under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefor actually performed under the contract.

Work not be sub-let.

Contractor may be rescind And security deposit forfeited for submitting it Without approval or for bribing a public officer or if contractor becomes insolvent.

CLAUSE - 27 : All sums payable by a Contractor by way of compensation under any of these conditions shall be considered a reasonable compensation to be applied to the use of M.H. & AD.A without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

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

CLAUSE - 28 : In the case of tender by partners any changes in the constitution of a firm shall be forthwith notified by the contractor to the Engineer to the Engineer – in- charge for his information

Changes in the constitution Of the firms to be notified.

CONTRACTOR

EXECUTIVE ENGINEER-II

CLAUSE - 29 : All works to be executed under the contract shall be executed under the direction and subject to approval in respects of the Dy. Chief Engineer of the Board for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Work to be under direction of Deputy Chief Engineer.

CLAUSE - 30 : Except where otherwise specified in the contract and subjected to powers delegated to him by M.H. & A.D., under the code rules then in force the decision of the Dy. Chief Engineer of the Board for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specification, designs, drawing and instruction herein above mentioned and as to the quality of workmanship of materials used on the work, or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications estimates, instructions, orders or conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after completion or abandonment thereof.

Decision of Deputy Chief Engineer to be final.

CLAUSE-31: Deleted.

Stores of European American manufacture obtained from M.H. & A.D.A.

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

Lump sum in estimates.

CLAUSE - 33 : In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specifications and in the event of there being no Divisional specification then in such case the work shall be carried out in all respects in accordance with the instruction and requirements of the Engineer-in-charge.

Action where no specification.

CLAUSE - 34 : The expression 'works' or 'work' where used in these conditions, shall unless there be something in the subject or context repugnant to such construction be construed to mean the work or works contracted to be executed under or in virtue of the contract whether temporary or permanent and whether original, altered substituted or additional.

Definition of work.

CONTRACTOR

EXECUTIVE ENGINEER-II

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

Contractor's percentage whether applied to net or

CLAUSE - 36 : All the quarry fees royalties, octroi dues and ground rent for stocking materials if any, should be paid by the Contractor no refund of and charges on this account will be granted.

Refund of quarry fees and

CLAUSE - 37: The Contractor shall be responsible for and shall pay any compensation to his workman payable under the Workman's Compensation Act, 1923 (VII OF 1923), (hereinafter called the said Act.) for injuries caused to the workman. If such compensation is payable/paid by M.H. & A.D.A. as principal under sub-section (1) of Section 12 of the said Act on behalf of the Contractor under sub Section (2) of the said Section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Compensation under the Workmen's Compensation Act.

CLAUSE - 37-A: The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses shall be recoverable are incurred by M.H. & A.D.A. the same shall be recoverable from the prejudice to any other remedy of Government/MHADA from any amount due or that may become due to the Contractor.

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

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

(b) When work is carried on in proximity to any place where there is a risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

(c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

CLAUSE - 38 : (i) The quantities in respect of several items shown in the tender are approximate and no revision in the tendered rates shall be permitted in respect of any of items below plinth which may vary to any extent due to local conditions. For superstructure items, the same shall generally, be limited to 25% excess over the tendered quantities and so long as the value of the excess quantities beyond this limit at the rate of item specified in the tender is not more than Rs. 5.000/-

Claims for quantities entered in the tender or estimate.

CONTRACTOR

EXECUTIVE ENGINEER-II

(ii) The Contractor shall if so ordered in writing by the Executive Engineer-in-charge so as to do so also carry out the quantities in excess of of limit mentioned in sub-clause (I) hereof on the same conditions as in accordance with the specification in the tender and at the rates (a) derived from the rates entered in the current schedule of rates and in the absence of such rates (b) at the rates prevailing in the market, the said rates being increased or decreased as the case may be by percentage which total tendered amount bears to be estimated cost of the work as per tender based upon schedule of rates applicable to the year in which the tenders were invited.

(iii) Claims arising out of reduction in the tendered quantity of any item beyond 25% will be governed by the Clause No. 15 only when the amount of such reduction beyond 25% at the rate of item specified in the tender is more than Rs. 5,000/-

CLAUSE - 39 : The Contractor shall employ any famine convict or other labour of a particular kind of class if ordered in writing to do so by the Engineer-in-charge. **Employment of famine labour etc.**

CLAUSE - 40 : No compensation shall be allowed for any delay caused in the starting of the work on account of the acquisition of land or in the case of clearance of works on account of delay in accordance with sanction to estimates. **Claim for compensation for delay in the starting of work.**

CLAUSE - 41 : No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartment. The rates are inclusive for hard or cracked soil execution in mud, sub-soil water or water standing in borrow pits and no claim for an extra rate shall be entertained unless otherwise expressly specified. **Claim for compensation for Delay in the execution work.**

CLAUSE - 42: The Contractor shall not enter upon or commence any portion of work except with the written authority and instruction of the Engineer-in-charge or his subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurement of or payment for work. **Entering upon or Commencing any portion of work.**

CLAUSE-43:

- (i) No contractor shall employ any person who is under the age of 12 years.
 - (ii) No Contractor shall employ donkeys or other animals with breeching of string or thin rope the breeching must be at least three inches wide and should be of tape (Nawar).
 - (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
 - (iv) The Engineer-in-charge or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by M.H. & A.D.A. for any delay caused in the completion of work by such removal.
- Minimum age of persons employed the employment of donkeys and/or animals and the payment of fair wages.**

CONTRACTOR

EXECUTIVE ENGINEER-II

- (v) The Contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between in Contractor and his workman on the grounds that the wages paid are not fair and reasonable the dispute shall be referred without delay to the Executive Engineer who shall decide the same. The decision of the Executive Engineer shall be conclusive and binding on contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by M. H. & A. D. A. at the sanctioned tender rates.
- (vi) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large works in urban area.

CLAUSE - 44 : Payment to Contractor shall be made by the cheque drawn on any bank provided the amount exceeds Rs. 10/-. Amount not exceeds Rs.10/-will be paid in cash or as per practice in M. H. & A. D. A.

Method of payment

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

Acceptance of conditions, compulsory before tendering For work.

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

Employment of scarcity Labour.

CLAUSE - 47: The price quoted by the contractors shall not in any case exceed its control price if any fixed by M.H.A.D.A. or reasonable price which it is permissible for him to charge private purchase for the same class and description the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, 1948 as amended from time to time. If the price quoted exceeds the controlled price or price permissible under Hoarding and Profiteering Prevention Ordinance, the contractor shall specifically mention this fact in his tender along with the reasons for quoting such priced. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to confirm with the controlled price permissible under Hoarding and profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

CONTRACTOR

EXECUTIVE ENGINEER-II

CLAUSE - 48: The rates to be quoted by the Contractor must be inclusive of all taxes and duties. No extra payment on this account will be made to the Contractor.

CLAUSE - 49 : In case of materials that may remain surplus with the Contractor from those issued for the work contracted for the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sale tax and the tax will be recovered on such sale.

CLAUSE - 50: The Contractor shall employ at least 80 percent of the total number of unskilled labour to be employed by him on the said work from out of the persons ordinarily residing in district in which site of the side work is located.

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

CLAUSE - 51- The contractor has to plant the trees along the road side and also along the periphery of open space at 6.00 m center to center. The approved sample of the plant should be procured by the contractor. The contractor has to maintain the plants by providing tree guards as per sketch and wearing at his own cost for a total contract period from the date of plantation. The plants and tree guards' will be property of Board. The work above plinth for building will not be allowed unless tree plantation work is executed to the entire satisfaction of the Engineer-in-charge. The contractor shall be responsible for proper maintenance and growth of plant till completion of contract work including maintenance period. Penalty at 5 times the rate of tree plantation or the actual expenses incurred by the Board on his account whichever is higher shall be deducted in case of any death of tree or improper maintenance of the plant from the contractor's bill prepared after 75% work is completed. Certification to the effect that tree plants are maintained properly and are found in good growth is to be issued by the Executive Engineer in R. A. bill when 75% work is completed.

Plantation of trees.

CONTRACTOR

EXECUTIVE ENGINEER-II

CLAUSE - 52 - Contractor shall take out necessary Insurance Policy/Policies (viz. Contractor's All Risk Insurance Policy, Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and till the completion and defect liability period of the contract compulsorily from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is "264, MHADA, 1st floor, Opp. Kalanagar, Bandra (East), Mumbai-400 051.(Tele.Nos. 26591782 / 26592461 and Fax No.26590403). Similarly, all workmen's appointed to complete the contract work are required to insure under workmen's compensation Insurance policy. Insurance policy / Policies taken out from any other company will not be accepted. If any contractor has affected insurance with any Insurance Company, the same will not be accepted and the amount of premium calculated by the Directorate of Insurance will be recovered directly from the amount payable to the contractor for the executed contract work.

Insurance of contract works.

CLAUSE - 53 - If during the operative period of the **Price Variation** Contract as defined in condition (i) below, there shall be any variation, in the Consumer Price Index (New Series) for Industrial Workers for **NAGPUR** Centre 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 Adviser, Ministry of Industry, Government of India, or in the price of petrol/oil and lubricants and major construction materials like bitumen, cement, steel, various types of metal pipes etc., then subject to the other conditions mentioned below, price adjustment on account of

Price Variation

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

CONTRACTOR

EXECUTIVE ENGINEER-II

1. Labour Component	-	K ₁	(19.08%)
2. Material Component	-	K ₂	(72.55 %)
3. POL Component	-	K ₃	(08.37%)
4. Bitumen Component			Actual
5. HYSD & Mild Steel Component			Actual
6. Cement Component			Actual
7. C. I. and D. I. Pipes Component			Actual

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

1. Formula for Labour Component:

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

Where,

V_i = 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. & D.I. Pipes calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration. **(These star rates shall be specified here)**

- | | | |
|-----|----------------------------|----------------------|
| (1) | Cement | Rs. 4800.00 Per M.T. |
| (2) | Steel-HYSD/Mild | Rs.40800.00 Per M.T. |
| (3) | Bitumen 60/70 Grade (Bulk) | Rs.39634.00 Per M.T. |

K₁ = Percentage of labour component as indicated above.

L₀ = Basic consumer price index for **NAGPUR** centre shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

L₁ = Average consumer price index for **NAGPUR** centre for the quarter under consideration

CONTRACTOR

EXECUTIVE ENGINEER-II

2. Formula for Materials Component:

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

Where,

- V_2 = Amount of price variation in Rupees to be allowed for Materials component.
- P = Same as worked out for Labour component.
- K_2 = Percentage of material component as indicated above.
- M_0 = Basic wholesale price index shall be average wholesale price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.
- M_1 = Average wholesale price index during the quarter under consideration.

3. Formula for Petrol, Oil and Lubricants Component:

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

Where,

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

4. Formula for Bitumen Component:

$$V_4 = QB (61 - B_0)$$

- V_4 = Amount of price variation in Rupees to be allowed for Bitumen component.
- QB = Quantity of Bitumen (Grade 60/70) in metric tones used in the permanent works and approved enabling works during the quarter under consideration.
- 61 = Current, average ex-refinery price per metric tone of Bitumen (Grade 60/70) under consideration including taxes (octroi, excise, sales tax) during the quarter under consideration.
- B_0 = Basic rate of Bitumen in rupees per metric tone as considered for working out value of P or average ex-refinery price in rupees per metric tone 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.

CONTRACTOR

EXECUTIVE ENGINEER-II

5. Formula for HYSD & Mild Steel Component:

$$V_5 = \frac{S_0 (S_{I1} - S_{I0})}{S_{I0}} \times T$$

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.

S_{I1} = Average Steel Index as per RBI Bulletin during the quarter under consideration.

S_{I0} = 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.

6. Formula for Cement Component;

$$V_6 = \frac{C_0 (C_{I1} - C_{I0})}{C_{I0}} \times T$$

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 tone as considered for working out value of P.

C_{I1} = Average Cement Index published in the RBI Bulletin for the quarter under consideration

C_{I0} = Average of Cement Index published in the RBI Bulletin for the quarter preceding the month in which to the last date prescribed for receipt of tender, falls.

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

7. Formula for C. I. and D. I. Pipes Component:

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

Where,

V_7 = Amount of price escalation in Rupees to be allowed for C.I./D.I. pipe components.

Q_d = Tonnage of C.I./D.I. pipes used in the works during the quarter under consideration.

D_I = Average Pig Iron price in rupees per tonne during the quarter under consideration.
(Published by IISCO)

D_0 = Pig Iron basic price in rupees per tonne considered for working out value of P.

CONTRACTOR

EXECUTIVE ENGINEER-II

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 works expires, taking into consideration the extension of time, if any, for completion of the work granted by the Engineer under the relevant clause of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the Engineer as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for *liquidated* damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices L_{1f} ML P_{1t} B_1 , Sh, Ch and D , to the levels corresponding to the date from which such compensation is levied.
- ii) This price variation clause shall be applicable to all contracts in B^1 / B_2 & 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 items required to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of Clause 38 / 37 of the contract from B , / B_2 respectively. Since the rates payable for extra items or the extra quantities under Clause 38 / 37 are to be fixed as per current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion / execution of extra items as well as extra quantities under Clause 38 / 37 of the contract from B^1 / B_2 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 there on, as provided for in the contract, whichever is less.
- iv) This clause is operative both ways, i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the Government shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract.
- v) To the extent that full compensation for any rise or fall in costs to the Contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amounts to recover the contingency of such other actual rise or fall in costs.

CONTRACTOR**Executive Engineer-II**

GENERAL CONDITIONS OF CONTRACT

1. The preference in-respect of specifications mentioned, in case of any discrepancy of difference or contradiction will be in the following order,
 - i) Specification indicated specifically for the items of Schedule 'B' as shown against each item.
 - (ii) Book of standard specification (Red Book),
 - (iii) I. S. specification,
 - (iv) Any other specification sanctioned.
2. The work of extra items shall not be carried out by the contractor unless ordered in writing by the Executive Engineer-in-charge. It shall be the Contractor's responsibility to get the rate of such extra items fixed from the Executive Engineer within seven days of the receipt of such orders. In case of failure of the contractor to get the rates fixed as mentioned above, within the specified period, the rates that may be fixed by the Executive Engineer-in-charge shall be binding on the contractor.
3. The Contractor shall engage an authorized and experienced Engineering Supervisor for the work, capable of managing and guarding the work. He must possess sufficient knowledge of R.C.C. work. He shall take such orders as may be given to him by the Engineer-in-charge from time to time and shall be responsible for carrying them out faithfully.
4. The Contractor shall also have an office within the work-site area where the notices from the Executive Engineer may be served and the office shall be kept open from the hours of sunrise to sunset on all working days. A clerk or some authorized person shall always be present at such office upon whom such notices may be served, and serving of any notice left with such a clerk or the representative in such office shall be deemed to have been validly served upon the Contractor for all purpose.
5. An order book shall be maintained on the site of work and the Contractor or his authorised representative shall sign acceptance of the orders given by the Engineer-in-charge and shall carry them out properly. In case the contractor continues to indulge in doing work, contrary to the instructions given to him as incorporated in the work, contrary to the instructions given to him as incorporated in the work order book or given in writing by separate communications, he shall be doing so entirely at his risk and cost and the Engineer-in-charge or his authorized representative have the right to stop such work and get the same dismantled at the contractors risk and cost, the contractor shall be responsible for the delay of execution of work on this account all shall bear all other consequences arising out of non-compliance of the order given in time.
6. The contractor shall have to clear the entire site before the work is commenced without any extra cost. The clearance of the site includes removal of grass, trees, vegetation, boulders and extra earth at site, in order to level down the site as required. The extra earth which may, thus, be obtained would be deposited or disposed of as directed by the Engineer-in-charge, without claiming anything extra. The contractor shall make his own arrangement for preventing floodwater tide, water entering area of work causing damage to any work. He should have sufficient number of pumps for dewatering etc. to keep the site dry at his own cost and in no case should the progress of the work be allowed to be hindered on account of flood and tide.
7. (i) The Contractor in addition to the required store and other structures required for the work shall provide and construct a suitable temporary office building for the use of Engineer-in-charge and his authorized staff/representative as directed by the Engineer-in-charge.

CONTRACTOR

Executive Engineer-II

- (ii) The Engineer's Office shall be provided with furniture, consisting of 3 Nos. of tables, 8 Nos. of Chairs, 1 No. of bench, 1 No. of T.W. Cupboards of size not less than 1.22 x 0.91m x 0.45 (4.0' x 3.0' x 1.7") with necessary locking arrangements for the use of supervisory staff of the Nagpur Housing and Area Development Board, as directed by Engineer-in-charge. The construction of the temporary office building shall be carried out as soon as possible. The furniture provided for the office use shall be property of N.H. & A.D. Board. The contractor shall provide for the office building, necessary drainage and water provision, the Municipal taxes and other taxes payable on such office building shall be paid by the Contractor during the period of execution of the work.
8. The Contractor shall provide all labour, pegs, strings and all other materials required for landing and setting out the work without any payment. He shall also provide all instrument and attendants required by the Executive Engineer and his representatives for checking of the works at all stages of construction as and when so directed by the Executive Engineer.
9. The Contractor shall at his own expenses, make all necessary provision for housing, water supply and sanitation arrangements for his employees, and shall pay direct to the authorities concerned, all rents, taxes and other charges. The contractor shall also comply with all the requirements of the Health Department of the Municipality or any other authority in charge of management of locality, particularly in regards to ant malarial or any other measures.
10. The contractor shall maintain the roads used by him for transport and also shall provide necessary approach roads as required and keep the same duly maintained at his cost, in order to have easy transport and also satisfactory inspection by the officers, of N.H. & A.D. Board, if it is necessary to have such roads and passage through private property, then the Contractor shall pay the charges to such private parties. The main contractor shall be bound to give the right of access of such roads and passage to other contractors or subsidiary work and to other main contractor and also to others as directed by the Engineer-in-charge without any charges. The contractor shall take ample precautions regarding safety to the existing structure surrounding and in case of any damages caused by him or his agents, shall make good loss at his own cost. The contractor shall on completing of work restore the roads to their original condition. In case, he fails to restore the roads to the satisfaction of the Engineer-in-charge, the same shall be done at the risk and cost of the Contractor. In case the contractor fails to maintain the road used by him, the same shall be done at the risk and cost of the contractor.
11. The contractor is to set out the level for all works and shall be responsible for the accuracy of the same. He shall provide necessary sight rails etc. as directed by the Engineer-in-charge. Any defective or inaccurate setting out or deviation from sanctioned plan shall be rectified at his own risk and cost. The contractor shall provide good leveling instrument and experienced staff for use on work.
12. (i) The sample of each class of materials shall be got approved prior to actual use, satisfactory tests for the materials shall be given by the Contractor at his own cost as directed by Engineer-in-charge. If the Executive Engineer considers that the materials should be got tested from Government laboratory, the contractor shall have to get same done and bear all charges for the same.
(ii) The frequency of testing of all the materials from Government Laboratory, or as directed by Engineer –in – Charge should be maintained by the contractor at his own cost throughout the progress of work.

CONTRACTOR

Executive Engineer-II

- (iii) The contractor shall provide all necessary instruments & experienced persons on site as & when required by Engineer – in – Charge for field testing of materials.
- (iv) For checking the quality of R. C. C. the Contractor shall supply all the materials, articles, tools, plants etc. required for carryings out slump test of concrete, the test shall be done before commencement of concreting and if required, during the progress of work. The quantity of water as specified as per the slump test should be adhered to throughout the concreting period. Progress strictly as per I. S. S. testing charges and all other incidental charges shall be borne by the contractor. This required in order to see that cement concrete is upto the required standard and strength. Any work which is found to be of inferior quality shall be removed at the risk and cost of the Contractor and shall have to be redone or reimbursed by him at his own cost, to the entire satisfaction of the Engineer-in-charge. All the test required for finding the quality strength and soundness of a particular competent/building structure as and when directed by the Engineer-in-charge will have to be carried out by the Contractor to the entire satisfaction of Engineer-in-charge. This shall include load testing, if required.
13. The Contractor shall make necessary arrangements to obtain water connection from Municipal Corporation, other authorities concerned, for the execution of the work at his own cost pay deposit and extra water charges, sewerage charges and flushing charges and all other charges in accordance with the rules of Nagpur Municipal Corporation or other authorities in force. The Nagpur Housing & Area Development Board will help the Contractor in obtaining the necessary connection by way of recommendation only. In case due to circumstances of contractor is required to make his own arrangement of water require for construction purpose, the Contractor shall be required to obtain No Objection Certificate from the concerned authority for the same and all the charges required of N.O.C. will be paid by the Contractor. It is however, obligatory on the part of the Contractor to allow any other contractor carrying out subsidiary work, viz. Water supply, drainage, electrical installation, road work etc. Incase such demand is put be the Contractor carrying out ancillary works to draw required quantity of water without any obstruction whatever, the Contractor shall, however, be entitled to recover the cost of water charges at 1% of the value of work in case of electrical contractor for water used by subsidiary contractors direct. In case of any disputes, the decision of the Engineer-in-charge shall be final and binding on all the Contractors. The contractor will not be allowed to disconnect and remove the pipe laid by him for taking water required for execution of the work until tenements are occupied and the permission for removal of the pipe and the disconnect is obtained in writing from the executive-Engineer-in-charge of the work. If the completion of the work is delayed beyond time limit stipulated in the tender, the Contractor shall have to pay the additional water charges and sewerage charges then these claims by N.M.C. even if the extension of time limits granted by the board beyond the period of completion stipulated in tender in merit. The contractor even in such cases also will be liable to pay all such charges as demanded by the Nagpur Municipal Corporation and in case the Board will accept the liability to pay the charges to Nagpur Municipal Corporation.
14. The present layout and arrangement of group of building may have to be altered to suit local condition. The contractor shall be bound to agree to the revised layout, land grouping as finally decided and communicated to him by the Engineer-in-charge. The contractor also shall have no claim in case to site of building is changed from the one shown in sanctioned plan to the nearby site in the same area.
15. The contractor shall have to pay all the deposits and payments to all the concerned authorities for execution of all items of the works under this Contract and payments shall not be recoverable from N. H. & A. D. Board. If N. H. & A. D. Board shall issue required, appropriate certificate so as to facility the refund of such deposits or payments by the authorities concerned.

CONTRACTOR

EXECUTIVE ENGINEER-II

16. Notwithstanding what is stated in clause 5 of the conditions of contract the Engineer-in-charge shall have the power to take possession of all the materials, tools and plants etc. in possession of the Contractor available on the site of work at the time of action in respective of the fact whether the whole or a part of the aforesaid materials, tools and plants etc. is intended to be used on the work or not. The Engineer-in-charge shall further have the power to auction the same, in case the contractor fails to make good his liabilities after due notice given to him. Any amount that may have to be spent in safeguarding the materials till the final accounts are settled shall also be recovered from the contractor's dues. Such dues shall be payable on the date of intimation given by the Engineer-in-charge to the Contractor.
17. Before purchasing any paints, linseed oil, flitting any other materials etc., the Contractor shall get the brand and samples approved and if he fails to do, some work done with such materials will be liable to be rejected, for which the responsibility shall be solely that of the Contractor.
18. For water supply arrangements, the Contractor shall make the necessary arrangement to get the 'P' form, etc, from the municipality through a licensed plumber authorized by him for the work. The Department will help if necessary, by way of recommendation only. It shall be the sole responsibility of the Contractor to get the 'P' Form in time.
19. The description of item for A.C. pipe with A.C. fitting is altered as A.C. pipes with C. I. fittings. This change be noted carefully. The tender may be quoted by considering provision of C.I. fitting in lieu of A.C. fitting. No extra payment on the item will be payable.
20. The rates quoted in the tender apply to all the details described for the item in the Schedule "B" and in the specification, notes or in any other part of tender. The items shall be granted as complete item payable at tender rates. Nothing extra being payable separately on any account.
21. It shall be sole responsibility of the Contractor to abide by the rules and regulations of minimum wages act in respect of maintaining registers, etc., about attendance, wages, holiday etc. of labours employed by him, the department in no way shall be responsible for any deviation and for negligence of the contractor in complying with above requirements.
22. Whenever any claims against the Contractor, for the payment of a sum of money arises out of or under the contract, Nagpur Housing and Area Development Board will be entitled to recover such sum or sums. By appropriating in part or whole, the security deposit of the Contractor and to sell any Government promissory notes, etc., forming the whole or part of the security. In the event of the security deposit being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any such amount then due or which at any time thereafter may become due from the contractor under this or any other contract with N.H.& A. D. Board, Nagpur. Should this amount not be sufficient to cover this full amount recoverable the dues. In case a particular person was partner in a firm against whom the Board has claim and if the same partner joins another firm, then the amount due from the partner according to his share of interest in the former firm, shall be recoverable from his share of interest in the subsequent firm.
23. Nagpur Housing and Area Development Board shall have the right to cause any audit and technical examination of the work and final bills of the Contractor including all supporting vouchers abstracts, etc., to be made after payment of the final bill and if, as a result of such audit and technical examinations, any sum is found to have been overpaid in respect of any work done by Contractor under the contract to any work

CONTRACTOR

EXECUTIVE ENGINEER-II

claimed to have been done by the Contractor, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for Nagpur Housing and Area Development Board to recover the same from him in the manner prescribed in condition 22 above, or his clause or any other manner legally permissible, and if it was found that the contract in respect of any work executed by him under it, the amount of such underpayment shall be duly paid by Nagpur Housing and Area Development Board to the Contractor be entitled to payment of any sum paid short where such payment has been agreed upon between the Deputy Engineer or the Executive Engineer, provided further that no payment of any sum paid short shall be made where such payment or any under payment has remained undiscovered and unclaimed for a period of 3 years after the date of payment of Final Bill.

24. The Contractor shall have to pay all dues, recoveries that may be pointed out by the audit during the post audit of the final bill, subsequent to the refund of full amount of the security deposits. For this the Contractor shall if so desired sign an indemnity bond on stamp paper at the time of refund of full amount of security deposit.
25. The Contractor shall give full access and co-operation to any officer authorized by Nagpur Housing and Area Development Board for inspection of work, checking of cement account, etc. The lapses observed shall be promptly complied with by the Contractor.
26. For all works in this contract where cement is to be used, the same shall be used on bags, taking each bag as 1.18 Cu.ft. in volume and such kind of bag shall be assumed to weight 50 K.g Net.
27. Sand and coarse aggregate shall be taken in measuring the roads, the size of boxes shall be got approved from the Engineer-in-charge.
28. All sanitary and water fittings and pipes etc., shall be tested and their size and pattern shall conform to the latest Municipal Bye-Laws. This part of work shall be carried out through a licensed plumber according to latest standard practice as per specifications No. 182 to 189 page No. 904 to 926 & 946 to 967 of P.W.D. and book Vol.I and II and to entire satisfaction of the Engineer-in-charge and in confirming with Municipal Bye-Laws applicable in the area.
29. The Contractor shall inform the dates of casting and R.C.C. work five (5) days in advance in writing to the department and shall fix the programme for the same with the approval of the Executive Engineer or his authorized representative. Any change in programme shall also be intimated in writing in time to the Engineer-in-charge.
30. The Contractor shall give hydraulic and smoke tests for the work of all A.C. pipes and fittings and glazed stone ware, pipes as directed without any extra cost to Nagpur Housing and Area Development Board, Nagpur.
31. Every endeavor shall be made to give clear possession of the site in one lot and if it is not possible to do so, the possession shall be in different lots for which delays, no claim shall be entertained however, on such accounts, necessary extension of the contract period may be considered on applications from the building where clear possession of site is given and in case of delay, action shall be taken as per contract.
32. After the completion of the job the contractor shall remove forthwith all his serviceable materials from site of work and all unserviceable debris shall be dumped and leveled as ordered within the Board's area if required or otherwise shall remove the same from site of work if so ordered without any extra cost.

CONTRACTOR

EXECUTIVE ENGINEER-II

33. After completion of the job the contractor shall roughly clean and wash with the acid, if necessary precautions to see that they are in no way spoiled till actually handed over. Certificate from Municipal Sanitation and Anti-malaria authorities for securing water supply Hydraulic Department. He shall have to obtain necessary certificate from other department if so desires and furnish & completion certificate of building, constructed and also occupation certificate of N. M. C.
34. All the items of building work and all the water supply and sanitary installation, shall be maintained by the Contractor through the progress of work and for period of 1 year after the occupation of the tenements. During this period, all defective works and leaky fittings, or defective time as pointed out by the Executive Engineer shall be replaced by the Contractor failing which the needful will be done at their risk and cost. The decision of the Executive Engineer in this behalf will be final and binding on the Contractor.
35. In case the work is to be started and constructed on existing board piles, pile caps and tie beams and new work is to be banded perfectly with the existing work and directed.
36. Whenever the building materials are manufactured in metric unit and are available in the market, only such material manufactured in metric unit shall be used, in case the materials are not manufactured in metric system, then only the materials manufactured in British unit shall be used after obtaining written permission from the Executive Engineer.
37. All the building materials required for work conform to the relevant, latest I.S. Specifications as amended from time to time.
- | | | |
|-----|----------------------|-------------------------------------|
| (A) | Bricks | I.S. -12894,1990 Bricks are used |
| (B) | Sand | I.S. - 383-1963 and I.S. - 548-1959 |
| (C) | Coarse Aggregate | I.S. - 38-1963 and I.S.-515-1959 |
| (D) | A. C. Sheet | I.S.-459-1962 |
| (E) | Teak Wood | I.S. -883-1966 and I.S. -287-1960 |
| (F) | G. I. Sheet | I.S. - 226-1962 and I.S. - 800-1962 |
| (G) | Structural Steel | I.S. - 226-1962 and I.S. - 800-1962 |
| (H) | Paints Relevant Lime | I.S.-105 to 163 |
| (I) | Lime | I.S.- 712-1964 |
| (J) | Stone | I.S.-1124-1957 |
38. For R. C. C. work reinforcement and concrete work shall be painted separately unless specified otherwise the mode of measurement shall be as per Red Book (latest edition).
39. The Contractor shall engage the requisite number trade apprentices, as per the Apprentice Act 1971. He shall also follow the rules of the Act. The Contractor shall comply with provisions of the Apprentice Act 1961 and the rule and the orders issued hereunder from time to time, if he fails to do so his failure will be breach of contract and Dy. Chief Engineer may at his discretion to cancel the contract. The Contractor shall also be liable for primary liability arising on account of any violation of provision of the act by him.
40. Whenever water or drainage pipe lines are found to be passing under the proposed building or by road side, such pipe lines shall have to be removed and re-laid as directed, without extra cost. In such cases of extra materials are required, the cost of the same will be borne by the department whereas the cost of labour will have to be borne by the Contractor. This work will have to be done during non-peak load in case of drainage lines and no supply hours in case of water pipe line.

CONTRACTOR

EXECUTIVE ENGINEER-II

41. Water-proofing for W.C. baths and nahanis, terrace shall be carried out through specialized agencies by the Contractor so that there should not be any leakage with 10 years guarantee on stamp paper for all water-proofing works carried out. The Contractor shall carry out repairing or replace the entire ineffective water-proofing work during the guarantee period of 10 years without any extra cost.
42. The Contractor shall obtain necessary license for engaging the laborers for the work from the licensing office of the jurisdiction as required as per Contract Labour Regulation and Abolition Act, 1970.
43. The Contractor shall take Insurance Policy from Director of Insurance, Maharashtra State, Mumbai, so as to recover the compensation claims arising out of Workmen's Compensation Act, 1923 before starting the work and get revalidation the same from time to time.
44. The Contractor shall chalk out phased programme in CPM/PERT Chart of the work and submit the same of the Board through the Architect. The programme so phased shall be strictly adhered to.
45. The Contractor shall officially take the space from the Municipal Corporation, Nagpur for storing his materials on Municipal land and road. The materials should be stored in the approved space only. It shall be Contractor's responsibility to ensure that there is no hindrance to traffic.
46. The Contractor shall have to arrange temporary electric connection for the work. If required, the Board will help in getting the same by recommendation only.
47. The Civil Contractor shall take almost care in doing foundation work so that no damage shall occur to the adjoining structure. In case of damages if any, Contractor shall be responsible for the payment of compensation or repairs to the same.
48. The Contractor shall supply all the material aridest, tools, plant, labour etc. required for carrying slump test of concrete, silt test of sand. The test shall be done before commencement of concreting and if required during progress of work. The quantity of water as specific as per the slump test should be adhered to throughout the concreting period. The Contractor shall prepare C.C. Cubes where R.C.C. work are under progress strictly as per I.S.S. and send the same to the different laboratories after curing as per I.S.S.. The testing charges and all other incidentally charges shall be borne by the contractor. This is required in order to see that C.C. is upto the required standard and strength. Any work which is found to be of inferior quality shall be removed at the risk and cost of the contractor and shall have to be redone or reimbursed by him at own cost to the entire satisfaction of the Executive Engineer-in-charge.
49. (i) The sample of each of materials and workmanship shall be got approved prior to actual use and satisfactory tests for the work and materials shall be given by the Contractor at his own cost as directed by Executive Engineer and if Executive Engineer considers that the materials should be got tested from Government Laboratories, the contractor shall have to bear all charges for the same.

(ii) For testing of materials refer Additional General Condition of Contract No.48 on page No.61. The number of sample shall be tested as per MHADA's norms.
50. The Contractor may please to note that he will have to plant sufficient number of tree with proper tree guards as directed by the Engineer-in-charge in the plot of vicinity and should guard them till the contract period free of cost. This is a social obligation. No separate payment of planting and guarding trees during the contract period will be made by the Nagpur Housing & Area Development Board, Nagpur.

CONTRACTOR

EXECUTIVE ENGINEER-II

51. The Contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971 as amended from time to time and all other relevant status and statutory provision concerning payment of wages, particularly to workman employed by the Contractor of working on site of the work. In particular, the Contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under Maharashtra Contract Labour (Regulation and Abolition) rules 1971, if the Contractor fails or neglect to pay wages at said rates or make short payment and Government makes such payment of wages in full or part then of less paid by the Contractor as the case may be the amount so paid by the Government to such worker shall be deemed to be arrears of land revenue and the Government shall be entitled to recover the same as such from the Contractor or deduct the same from the amount payable by the Government to the Contractor hereunder or from any other amounts payable to him by the Government.
52. It is essential to have the top of manhole flush with the designed top level of road for this, if necessary level of the existing or constructed manhole shall have to be raised or lowered by the contractor based on the site conditions with any extra cost. No claims in this respect shall be entertained by the Department.
53. The work of Asphaltting etc. shall be done after passage of one month over the complete macadam surface.
54. The tendered rates shall be inclusive of all taxes , rates and cusses and shall also be inclusive of tax levied in respect of works contract under the provision of the Maharashtra Sales Tax on transfer of property in goods involved in the execution of Works Contract Act 1985, (Maharashtra Act. No. XIX of 1985.)
- 55. CONDITION FOR MALARIA ERADICATION**
- (A) Anti Malaria & other measure shall be as directed by the Joint Director of Health Services, Nagpur.
- (B) Contractor shall see that the mosquitogenic condition are not created so as to keep vector population to minimum level.
- (C) The Contractor shall carry out anti malaria measure in the area as per guidelines prescribed under National Malaria Eradiation Programme and as directed by the Joint Director M & F of Health Services, Nagpur.
- (D) In the case of default in earring out prescribed ant malaria measures.
- (E) Resulting in increases in malaria incidence, contractor shall be liable to pay to government the amount spent by Government on an anti malaria measure to control the situation in addition to fine.
- (F) The Contractor shall make sufficient arrangement for draining away the silage water as well as water coming from the bathing and washing places and shall dispose of this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers.
- The Contractor shall comply with all rules, regulations, by-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are livable on him without an extra cost to Government.
56. A contractor shall comply with all the provision of the Apprentices act, 1961 and order issued hereunder from time to time. If he fails to do so, his failure will be breach of the contract of the contract and the Chief Officer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary / arising liability on account of any violation by him of the provision of the Act.
57. The tendered rates shall be inclusive of all type of taxes, cusses and shall also be inclusive of taxes livable in respect of work contract under the provision of the Maharashtra Value Added Tax Act 2002 on transfer of property in goods involved in the execution of works come in force with effect from 1-4-2005. The contractor cannot claim service Tax as their rates itself are inclusive of all type of taxes.

CONTRACTOR

EXECUTIVE ENGINEER-II

58. If the present layout and building plan required to be modified during execution and if Competent Authorities sanctions it, in that case contractor will have to execute the work as per modified plan and layout without any extra claim or additional amount due to this changes.
59. The Contractor shall obtain necessary "No Objection Certificate" from the Health Department of Nagpur Municipal Corporation, Nagpur under Maharashtra Non-biodegradable Garbage (control) ordinance 2006 (Majored. iv of 2006) and Maharashtra Plastic Carry Bags (manufacture and usage) Rules 2006 and shall bear all the expenses towards this and no claim what-so-ever will be entertained by MHADA.
60. Work will not be allowed before testing of all building materials as well as carry-out the mix design for M-20 Concrete or M-30/M-35. (of required grade as directed by Engineer-in-charge)
61. Final Bill will not be paid till closing of observation memo of Vigilance & Quality Control of MHADA.
62. No holes in concrete or brick work will be allowed for brick masonry, plaster & painting etc.
63. Contractor will be responsible to obtain Occupation Certificate from Local Authority, after completion of work. Necessary documents will be supplied by the MHADA.
64. The contractor shall strictly adhere to the quality of material to be used during the construction. The contractor shall use those materials specified and approved by the Executive Engineer-in-charge for the purpose of construction. During the course of construction, Executive Engineer-in-charge of the construction or by the application of any person under Right to Information Act,2005 a sample of materials being used on the site can be taken as per the procedure prescribed by the MHADA for laboratory testing. In case, if it is found that material being used is not as per the specification or not as per the quality then is found that material being used is not as per the specification or not as per the quality then Executive Engineer shall be held responsible for severe action and the contractor shall be made liable to pay the compensation. The Dy. Chief Engineer under whose superintendence and overall control works are getting executed on behalf of MHADA shall decide such issues immediately. In addition to this, the contractor shall also be liable for replacement of the entire material which was found defective during the course of inspection on the report of laboratory test. The contractor shall also reimburse all the expenses which are required to be paid to the person applying under Right to Information Act,2005. The decision of the Chief Engineer (Officer duly authorized by M.H.A.D.A./Board) in this respect shall be final and binding on the contractor.

64(A) The provisions made for the Building Structure and development work are subjected to the approval by Urban Local Body. If any changes are suggested by the local body during execution, the work will have to be done as per sanctioned drawing only and as per written order of Executive Engineer- in –Charge. No claims or additional cost for this change will be entertained.

CONTRACTOR

EXECUTIVE ENGINEER-II

LIST OF APPROVED MATERIALS. STANDARDS AND SPECIFICATIONS

Works:

All Electrical, Plumbing, Lift Installation works shall be carried out as per relevant Indian Standards Specifications, similarly the method of construction shall be as per the provisions of I.E.Rules,1956 and the Electric Code for Electric Works and Chapter 16 to P.W.D. Hand Book.

Materials :

- a) The following materials to be used on work shall have ISI mark granted by Bureau of Indian Standards and shall be got approved from Executive Engineer, Nagpur Housing & Area Development Board, Nagpur prior to use on work,
 - i) All items covered by IS 3854 such switch 6 A, Switch 16 A etc.
 - ii) All items covered by IS 1293 such as plug 6/16 A, socket out let 6/16 A etc.

The materials where specific mention about ISI mark has been made in description of items shall have be got approved from Executive Engineer, Nagpur Housing & Area Development Board, Nagpur prior to use on work.
- (b) All other materials other than mention in (a) above
 - i) Shall have either Valid ISI mark granted by BIS
OR
 - ii) Shall have Valid manufacturing certificate issued by the Appropriate Authority of the State where the material has been manufactured, if the material is covered under the "Housing Hold Electrical Appliances" (Quality Control) Order,1981. All the material mentioned under items (a) i),ii) & (b) i),ii) shall be got approved from Executive Engineer, Nagpur Housing & Area Development Board, Nagpur prior to use on work.
- (c) The materials for which specific makes are mentioned in the description of item of schedule "B" any of the mentioned makes only shall be used on work.
- (d) Samples of Materials used on work shall be sent for testing the materials if rejected by the testing authorities shall be replaced by the contractor at his cost.
- (e) Teak wood boards of size 4" x 4", 6" x 8" and 7" x 4" shall be without joint and Teak wood boards above 8" x 10" have nly one joint for the back side of Board.
- (f) The complete work shall be got executed under the direct Supervision 7 Electrical Supervisor holding Valid Competency Certificate.
- (g) Work Order book (instruction book) issued by the department shall be kept at site and shall be made always available to Engineer at site of this department, whenever required.
- (h) All hidden items such as under ground cable laying, earthing, concealing job shall be executed in the presence of the Engineer of this department.
- (i) The offerer shall furnish the consent letter of the registered electrical contractor in Envelop No.1 of the offer document.
- (j) All materials should got tested by the agency from testing laboratory (Regional Testing Lab- Govt. of India) as per Chief Engineer-I/A Circular No. Dy.C.E.(VQC)/A/QC/190/2006 dated 20/02/2006 and 810 dated 24/08/2007 at MHADA By the contractor at their own risk & cost.
- (k) Application for permanent / Temporary electrical supply must be apply for their construction activity at their own risk & cost.

CONTRACTOR

EXECUTIVE ENGINEER-II

LIST OF APPROVED MAKES

Materials shall be of following make and any other makes that are approved by MHADA and samples should be got approved before incorporation in work. All materials shall be I.S.I. Mark.

- | | |
|--|---|
| 1. Electrial M.S.Conduit fittings and Accessories | Screwed conduits only in Metric sizes as per latest B. I. S. standard certification suitable for cold bending and not less than 14 guage thick GEEBEE/National make. |
| 2 Aluminium / Copper insulated wires | 1100 V grade with B.I.S-694 of Cona / Sundeeep / Havells Rallison / Epsilon / Emco / RR kabel / Brimson / Anchor of I.S.I. mark only. |
| 3 Armoured Heavy duty cables IS-1554 for L T cables
a Sizes including and above 50 sq.mm

b Sizes lower than 50 sq. mm. | CCI/INCAB/FINOLEX/ UNIVERSAL /R P G of I.S.I. mark only.
1100 V grade with BIS 1554 of CCI / INCAB / FINOLEX / UNIVERSAL / RPG of I.S.I.mark only.

1100 V grade with BIS 1554 of following makes in addition to above Polycab / Brimson / Avocab of I.S.I, mark only. |
| 4 L & T Switches, bell push, switch boxes sockets, TF/ TV outlets, electronic fan regulators four step hum free type etc.
a Only for living rooms in flats

b For other areas | Modular series Anchor Roma / MK / SSK / Euroline / Toyama. All above makes as per I S -1293 and I S - 3854 Flush mounting as per I S -1293 and I S - 3854 of Anchor / Kalki / Cona / SSK.\ |
| 5 MCB DBs, MCBs, MCB Isolators, ELCBs | M-9 / M-10 Category with BIS 8828 of MDS / SIEMENS / HAGER / MERLIN GERIN Marketed by Schneider Electric India Pvt. Ltd. Makes. |
| 6 PVC Conduit and accessories & conduit fittings. | Precision with ISI-9537 Diamond make. |
| 7 Telephone Cables | FINOLEX / PUNITASHISH / BRIMSON / EMCO. |
| 8 Fuse switches / Fuse disconnecter switches and HRC Fuses | SIEMENS/L&T/GE |
| 9 Rewirable Iron Clad / Metal Clad Switch fuses. | Bosma / Ashok / Hawells / Nirmal / KEW |
| 10 Lighting Fixtures | Crompton / Bajaj / Philips / Wipro Ultralite and Shakti make. |
| 11 Ceiling fans / Exhaust fans. | Crompton / GEC / with double ball bearings. |
| 12 Starters for Motors. | Siemens/L&T/GE |
| 13 Pump Motor set. | Kirloskar, Beacon make. |

CONTRACTOR**EXECUTIVE ENGINEER-II**

CHAPTER – VI

SCHEDULE “A”

CONTRACTOR

EXECUTIVE ENGINEER-II

SCHEDULE "A"

SCHEDULE "A" Schedules showing (approximately) the materials to be supplied from the M.H. & A. D. Board's Stores for work contracted to be executed and the rates which they are to be charged for.

Particulars	Rate at which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	P.	

—NIL—

NOTE :- The person or Ltd Company submitting the tender see that the rates in the above Schedule are filled up by the Executive Engineer or the issue of the form prior to the submission of the tender.

CONTRACTOR

EXECUTIVE ENGINEER-II

ADDITIONAL CONDITIONS FOR CEMENT, STEEL AND ASPHALT BROUGHT BY THE CONTRACTOR

1. All the material required for construction of work shall be arranged by the contractor at his own cost. The samples of material to be procured shall be got approved by the Engineer-in-charge and material as per approved samples shall only be procured.
2. The contractor shall submit periodically as well as on completion of work, an account of materials brought by him in a manner as directed by Engineer-in-charge. The contractor shall also furnish monthly account of materials, a separate register shall be maintained on site for recording daily item wise receipt and consumption of Cement, Steel and Asphalt used by him. Also item wise consumption of other materials used. This register shall be signed daily by the contractor or his representative and Engineer-in-charge.
3. All the material required for the work shall be brought by the contractor at his own cost. In each case, certificate for its quality and quantity shall be produced by the contractor and samples of each material shall be got tested from Government Laboratory by the Contractor at his own cost and test results of samples shall be supplied to the Department. The material not conforming to the required standard shall be removed at once from the site of the work by the contractor at his own cost.
4. Testing of all construction material shall be carried out as per required frequency and specifications.

For Cement:

1. Cement brought by the contractor shall be tested Portland Cement and shall confirm to Grade specified and in case where no grade is specified it shall confirm to grade 43 of IS 8112 latest edition.
2. Cement brought shall be got tested prior to use in MHADA's Laboratory (or any other Lab approved Govt. Lab. Shall be charges for testing will be borne by contractor).
3. Test shall be got done at the rate of 1 set of test for every 50 M.T. or 1 set of test per consignment which ever is less.
4. Cement shall be stored on a raised platform in a suitable closed weather proof godown. Cement shall be stored in such a way as to facilitate easy checking, counting and removal in chronological order of receipt. Different kinds or brands of cement should be stored in separate groups.
5. Ordinary cement stored for more than 2 months, from the date of receipt from the factory shall be subjected to retest and used only if found satisfactory.
6. Account shall be maintained in prescribed registers for daily receipt and consumption of cement as well as item wise consumption.

CONTRACTOR

EXECUTIVE ENGINEER-II

For Steel:

1. Mild steel brought by the contractor shall be tested steel confirming to I.S. 226 and I.S. 482 latest edition, High Tensile deformed bars (Tor Steel) shall be tested steel, confirming of I.S. 432 and 1786 latest edition.
2. Steel brought to site shall be tested at the rate of one set for every S.M.T. if consignment is small atleast one bar of each diameter shall be got tested and the charges for testing will be borne by contractor.
3. All the testing chares for mix design & testing of material required for construction work, shall be borne by the contractor.
4. Cement shall be stored on a raised platform in a suitable closed whether proof godown. Cement shall be stored be stored in such a way as to facilitate easy checking, counting and removal in chorological order or receipt. Different kinds of brands of cement should be stored in separate groups.
5. Steel shall be stored above ground surface upon platform so as to avoid distortion and sags of long length and avoid direct contract with exposure to conditions producing rust and corrosion.
6. The contractor shall make his own arrangement for the safe custody of the materials which are brought for construction of work.
7. The contractor shall not transfer any material once brought work site without prior written permission from Engineer-in-charge and benefited reasons only.
8. In case, the materials brought by the contractor become surplus owing to the change in the design of the work, the material should be taken back by the contractor at his own cost after prior permission of the Engineer-in-charge.
9. The charges for conveyance of materials from the place of delivery to the site of work and the actual or work site shall be entirely borne by the contractor. No claims on this account shall be entertained.
10. The contractor shall furnish the account of Cement, Steel, Asphalt brought by him at each time before placing orders for further supply. Also he should submit on completion of the work, final account of the materials used by him to the Department. This account will be scrutinized by the Engineer-in-charge.
11. All empty cement bags or empty asphalt drums shall be the property of contractor and the same shall be removed immediately after completion of work.
12. Account shall be maintained of daily, receipt and consumption of the steel as well as time wise consumption in prescribed register.

CONTRACTOR**EXECUTIVE ENGINEER-II**

CHAPTER – VII

**ADDITIONAL
SPECIFICATION**

CONTRACTOR

EXECUTIVE ENGINEER-II

Name of works : **CONSTRUCTION OF 29 BUNGLOWS UNDER HIGHS AT SR. NO.
142(New),113 and 114(New),154,155(New),112/1,2(Old)
AT WADDHAMNA, NAGPUR**

ADDITIONAL SPECIFICATION

Item No.	Description of Item
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WORK BELOW PLINTH

For carrying out concrete work below ground, no payment shall be made for boiling out water under, any circumstance, the Contractor has to make his own arrangement for boiling put water while carrying the concrete work.

WORK ABOVE PLINTH

Providing IInd class burnt bricks masonry with conventional/I.S. type brick in C.M. (1:4) in half brick, thick wall including C.C. 1:2:4 band of 110 mm X 110 mm_ at mid height of wall including reinforcement of 1 nos. of 6 mm dia M.S. base at top and 2 nos. of 65 mm dia M.S. Bars at Bottom of path and binding together with 6 mm dia M.S. Bars at 20 cm C/C properly bent and bounded at ends, including scaffolding, racking out joints and watering, complete.

ADDITIONAL SPECIFICATION

The work should be done as per the standard specification in addition to that C.C. (1:2:4) For R.C.C. patio shall be provided at middle of wall. The patli shall be size of 110 mm x 150 IX-3 mm, with 4 nos. of 6 mm dia. M.S. Bars and stirrups shall be provided at 200 m. C.C. the rate including the R.C.C Patli. Providing and fixing aluminium plate with 50 mm height readymade figures for tenement including fixing with screw, etc. complete.

ADDITIONAL SPECIFICATION

The number plate shall be of aluminium of approved quality. The size shall be as per the drawing or as directed. The rate includes fixing the same by means of screw etc. complete.

Providing waterproofing treatment in W.C. bathroom, sink, including B.B. Cuba in all position with an average thick of 112 mm or more, consisting of specialises materials as per the manufacturer's specification and covering 10 years guarantee on appropriate court fees. Stamp paper, including all leads, lifts, curing etc. complete:

ADDITIONAL SPECIFICATION

The bricks bats of varying size i.e.(average 75 mm thick) will be laid to proper slops over a 112 mm thick bet of cement mortar. The existing portion of slab shall thoroughly dean and all loose set material mortar shall be removed. Then layer of water proofing compound mixed with cement slurry shall be applied on the surface of slab. All cracks and crevice if any shall be sealed with cement

CONTRACTOR

EXECUTIVE ENGINEER-II

Item No.	Description of Item
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ADDITIONAL SPECIFICATION

The bricks bats of varying size i.e.(average 75 mm thick) will be laid to proper slops over a 112 mm thick bet of cement mortar. The existing portion of slab shall thoroughly dean and all loose set material mortar shall be removed. Then layer of water proofing compound mixed with cement slurry shall be applied on the surface of slab. All cracks and crevice if any shall be sealed with cement proper slope as instructed by Engineer-in-charge. The Contractor should carry out required water proof test as directed and in case leakage is observed during the Guarantee period, is should be the responsibility of the Contractor to get the same rectified within a period of 7 days of receipt of intimation in writing. The unit of payment will be one cubic meter. The average thickness of the waterproofing will be 112 mm or more and payment will be made on the cubic content. The length and the breadth shall be measured from finished surface to finished surface in one direction, the depth shall be unmeasured from the top and sink flooring of W.C. bath or sink to finished floor level. Deduction for C.C. Pan, 'P' trap and nahani trap, etc. shall be made from the measured dimension.

Providing waterproofing plaster in W/c bath and in water tank in required position 20 mm thick for walls and 25 mm thick for flooring in C.M. 1:3 with neat finishing, floating, using waterproofing compound at the rate of 1 kg per bag of cement and covering 10 years guarantee on appropriate court fees stamp paper, etc. complete.

ADDITIONAL SPECIFICATION

For flooring of W.C. bath and sink the thickness of the waterproofing bedding will be 25 mm thick the thickness of water proofing plaster to walls will be 20 mm thick. The mortar shall be mixed with the approved waterproof compound at 1 kg. Per bag of cement. The length and breadth shall be measured from finish surface to finish surface and drops shall be measured as per actual work on the site or work.

Providing sand faced plaster faced plaster externally using approved screened sand in all positing including base coat of 15 mm thick in c.m. 1:4 using waterproofing compound and 1 kg/cement bag, curing the same for not less than two days keeping their surface of base coat rough to receive the sand faced treatment 5 mm to 8 mm thick in C.M. 1:3 finishing the surface by taking out grain and curing for days, scaffolding etc. complete.

CONTRACTOR

EXECUTIVE ENGINEER-II

Item No.	Description of Item
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ADDITIONAL SPECIFICATION

The work shall be carried out as per instruction of Engineer-in-charge. The plaster shall be applied with waterproof compound at the rate of 1 kg/bag of cement. The thickness shall be 25 mm in 2 coats. The measurement will be taken in square meter.

Providing and fixing in position 25 mm dia G.I. water spout of required length in balconies etc. including necessary bending oil painting in three coats and making good and damage etc. complete.

ADDITIONAL SPECIFICATION

The diameter of G.I. pipe shall be 25 mm and G.I. pipe shall be painted with 3 coats of oil of approved type. The item includes making necessary holes in wall parodies restoring the same and finishing etc. The length of the pipe shall be 45 cm. Or as directed and shall be provided with necessary T or bend to the required slope so that the rain water be drained out properly. .

SANITARY AND WATER SUPPLY

Providing and fixing 100 mm DIA a.c. soil /waste pipe, including .necessary C.I. fitting such as bends, tees, single junction, double junction, slotted vent offsets on walls or in the ground including fitting, joints in CM. 1:2 including fixing the pipes in walls by means of nails driven through legs in wooden holder bottoms, including painting the exposed piped with two Coates of waterproof cement paint and scaffolding complete.

Providing and fixing 785 mm dia A.C. soil/waste pipe including necessary C.I. fittings such as bends, tees, single junction, double junction, slotted vent, offset on walls of in the ground including filling joints in C.M. 1:2 including fixing the pipes on walls means of nails driven through legs in wooden holder battens including painting the exposed pipes with two coats of waterproof cement paint and scaffolding complete.

Providing and fixing A.C. antispyonage pipes 63.5 mm dia with all C.I. fitting are required including vent pipe with dome, filling joint with CM. (1 :2) including fixing the pipes on nails by means of nails driven through legs in wooden holder/battens, painting the exposed pipes with two coats of waterproof cement paint and scaffolding complete.

CONTRACTOR

EXECUTIVE ENGINEER-II

Item No.	Description of Item
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Providing and fixing 100 mm dia. AC. rain water pipes including rain water receiving recess, C.I. grating necessary C.I. fitting such as bends, shoes, including fixing pipes on wall with wooden holder/button on C.C.A 1:2:4 blocks of 100 X 100 mm size in walls by means of mild steel stirrups clamps of 32 mm X 15 mm size as sockets by pipes with bolts and nuts and painting exposed faces with 2 coats of waterproof cement paint complete.

ADDITIONAL SPECIFICATION FOR ITEM NOS.

The Contractor should provide C.I. fitting as per N.M.C. requirement to all AC. pipes in lieu of A.C. fitting the financial implication of this change should be taken into consideration by the Contractor at the time of bidding itself. No extra payment will be admissible for providing C.I. fitting in lieu of AC. fitting.

Signature of Contractor

**Executive Engineer-II
Nagpur Housing and Area Development
Board, Nagpur.**

CONTRACTOR

EXECUTIVE ENGINEER-II

PRECAUTIONS TO PREVENTS LEAKAGES

THE FOLLOWING SPECIFICATION/PROCEDURE SHALL BE FOLLOWED FOR RELEVANT TENDER ITEMS TO PREVENT LEAKAGES IN VARIOUS PARTS OF BUILDING.

1. R.C.C.WORK

- i) Concrete slab is to be casted properly and adequate slopes is provided. Due care should be taken by controlling the proper mix-controlling W/c ratio, slumps and placing of concrete, use of vibrator etc., so that many defects can be avoid.
- (ii) Projected slab at least 25 to 30 cm. All around the building is to be provided to ensure rain water fall clear off the structure.
- (iii) Small inverted beam/bend at the junction of internal wall and the verandah slab shall be provided.
- (iv) Provide a small inverted beam/bend at the outer edge or the terrace slab all around having a width of parapet wall, so that the leakages from the junction of width parapet wall and slab can be avoided.

2. LEAKAGES THROUGH TOILET SLAB

- (i) During construction and installation of w/c block, more care, scientific approach and right workmanship should be observed to avoid the leakages and other troubles.
- (ii) Provide inverted beam conventional beam at appropriate location below the sunset slab. Waterproof treatment should be given. Provided small daioutlet pipe to discharge the sea-page water which shall be supplied by department.

3. LEAKAGES THROUGH CONNECTION OF FLUSHING

- (ii) The connection between the trap and the pipe leading to the outside face of the building should be done with proper care.
- (ii) To avoid the leakages through W/C proper care should be taken at the time of laying A/c pan, plumbing connection, and various joineries, (iii) The water proofing treatments with chemicals to the sloping slab and its sides should be given. The joints should be well caulked by moist mortar with the help of wooden wedge.

4. LEAKAGES THROUGH BATH ROOM

- (i) Floor slab of the bathroom should be sunk by 15 cm to 20 cm. This should be provided with water proof treatment.
- (ii) Flooring of the W/c and bath should be at least 3 cms below the general floor level.
- (iii) The Nathan trap should be placed on the recess provided in the sunken slab. Joint between the wall piece and trap should be filled with rich dry mortar and should be aulked with wooden wedges.

CONTRACTOR

EXECUTIVE ENGINEER-II

- (iv) Provided 45 cm. Long Nahani trap to reduce leakage problem or R.C.C. watertight box to install Nahani trap can be castled together with R.C.C. slab.
- (v) Junctions of down take pipes and bent pipe and vent pipe should be provided with water tight joints. Plumbing should be preferably down from one end and finishing towards other end. Down take pipes should be 10 cm. Away from the wall, (vi) Joint between sink and the outlet can easily be made water tight by using proper coupling. Length of the outlet pipe should be sufficient to reach Nahani trap. (vii) One full piece of sink should be provided instead of heterogeneous material.

5. REMEDIAL MEASURES

- (i) All portion of W.C. block, bath, should be water right before fixing the sanitary fitting and be got tested before flooding is done,
- (ii) Proper care should be taken while joining the traps or pipe joints and should be got tested before embedding.
- (iii) All joints in W/C and bath should be of epoxy putty.
- (iv) Cistern to W/C connection shall be the non erodible pipe.
- (v) Pressure relief pipe in W/C duct portion to drain out leakages shall be provided.
- (vi) Seepage in the outer face of the wall behind the W/C seat is a very common site and can be avoided by sloping the floor level towards the WE/C seat for easy flow of surfaces water.

Signature of Contractor

**Executive Engineer-II
Nagpur Housing and Area Development
Board, Nagpur.**

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CHAPTER – VIII

SCHEDULE “B”

CONTRACTOR

EXECUTIVE ENGINEER-II

RECAPITULATION SHEET

Name of work :- Construction of 29 Bungalows under HIGHs at Sr. No. 142(New),113 and 114(New),154,155(New),112/1,2(Old) at Mouza Waddhamna, Nagpur.

RECAPITULATION SHEET

Sr. No	Particulars	Amount For 29 T/s
A Construction Work		
1	Work Below Plinth	Rs. 22285710.91
2	Work above plinth	Rs. 643002.50
3	Internal Water Supply Arrangement	Rs. 1508192.85
4	Internal Sanitary arrangement	Rs. 808723.00
5	Internal Electrification	Rs. 8637713.80
6	Compound wall	Rs. <u>33883343.06</u>
B Development Work		
1	Roads (Stage I, II and III)	Rs. 2823408.74
2	External Drainage Arrangement	Rs. 1061602.28
3	Cross Drainage Work	Rs. 62030.79
4	Eathwork	Rs. 1419562.45
5	Retaining wall	Rs. <u>1247242.36</u>
Total		Rs. 6613846.62
Total (A+B)		40497189.68
Say		Rs. 40497190/-

(Rs. Four Crores, Four lacs, Ninety seven thousand, One hundred, Ninety only)

**Executive Engineer-II,
Nagpur Housing & Area Dev.Board, Nagpur**

- i) I /We quote(In figure) above/ below the estimated cost put to tender.
 ii) I /We quote(In words) above/ below the estimated cost put to tender
 iii) Total tender amount after consideration of percentage quoted on Page No.28 (in figures) Rs.....
 iv) Total tender amount after consideration of percentage quoted on Page No.28 (in words)

Signature of Contractor /s

CONTRACTOR

EXECUTIVE ENGINEER-II

Name of Work : Construction of 29 Bungalows under HIGHS at Sr. No. 142(New),113 and 114(New),154,155(New),112/1,2(Old) at Mouza Waddhamna, Nagpur.

CERTIFICATE

This is to certify that the Draft Tender Paper are checked in Chief Officer's office and found correct. All conditions of contract are also checked by Chief Accounts Officer, Nagpur Housing Board & found correct.

Nagpur.

Date :

**Chief Accounts Officer,
Nagpur Housing & Area
Dev. Board ,Nagpur.**

**Dy. Chief Engineer,
Nagpur Housing & Area
Dev. Board ,Nagpur.**

Name of Work : Construction of 29 Bungalows under HIGHS at Sr. No. 142(New),113 and 114(New),154,155(New),112/1,2(Old) at Mouza Waddhamna, Nagpur.

CERTIFICATE

Certified that the provisions made in the Draft Tender Paper are same as per technically sanctioned estimate. No deviations are made in the specifications in the Draft Tender Paper.

Nagpur.

Date :

**Executive Engineer,
Nagpur Division-II,
Nagpur Housing & Area
Dev. Board ,Nagpur.**

**Dy. Chief Engineer,
Nagpur Housing & Area
Dev. Board ,Nagpur.**

Name of Work : Construction of 29 Bungalows under HIGHS at Sr. No. 142(New),113 and 114(New),154,155(New),112/1,2(Old) at Mouza Waddhamna, Nagpur.

CERTIFICATE

Certified that the Draft Tender Paper of above said scheme is checked and there are no corrections in the Draft Tender Paper.

Nagpur.

Date :

**Divisional Accountant,
Nagpur Housing & Area
Dev. Board ,Nagpur.**

**Executive Engineer,
Nagpur Division-II,
Nagpur Housing & Area
Dev. Board ,Nagpur.**

Name of Work : Construction of 29 Bungalows under HIGHS at Sr. No. 142(New),113 and 114(New),154,155(New),112/1,2(Old) at Mouza Waddhamna, Nagpur.

CERTIFICATE

Certified that the required RCC designs for the above said scheme will be prepared before issue of work order and same will be handed over to the contractor along with work order. The work for the said scheme will not be held up for want of RCC design.

Nagpur.

Date :

**Executive Engineer,
Nagpur Division-II,
Nagpur Housing & Area
Dev. Board ,Nagpur.**

**Dy. Chief Engineer,
Nagpur Housing & Area
Dev. Board ,Nagpur.**

Name of Work : Construction of 29 Bungalows under HIGHS at Sr. No. 142(New),113 and 114(New),154,155(New),112/1,2(Old) at Mouza Waddhamna, Nagpur.

CERTIFICATE

Certified that the land on which above said scheme is proposed is in possession of Nagpur Board and free from encroachment and encumbrances.

Nagpur.

Date :

**Executive Engineer,
Nagpur Division-II,
Nagpur Housing & Area
Dev. Board ,Nagpur.**

**Dy. Chief Engineer,
Nagpur Housing & Area
Dev. Board ,Nagpur.**

Name of Work : Construction of 29 Bungalows under HIGHS at Sr. No. 142(New),113 and 114(New),154,155(New),112/1,2(Old) at Mouza Waddhamna, Nagpur.

CERTIFICATE

Certified that the land on which the above said scheme is proposed is approachable.

The construction work of the said scheme will not be held up for want of approach.

Nagpur.

Date :

**Executive Engineer,
Nagpur Division-II,
Nagpur Housing & Area
Dev. Board ,Nagpur.**

**Dy. Chief Engineer,
Nagpur Housing & Area
Dev. Board ,Nagpur.**

