



MUNICIPAL CORPORATION
AURANGABAD
TENDER DOCUMENTS

Date of Receiving Tender 20 September, 2017.

At 4:16 p.m.

- 1) Amount put to Tender 46,78,765/-
- 2) Tendered Amount 41,04,945.50/-
- 3) Date of Commencement _____
- 4) Stipulated date of Completion _____
- 5) Issued to M/s. M.R. MUBARAK MAHEBOOB FAHARI.

Vide M. Receipt No. _____ of

Order of opening _____ opened by one

Agreement No: B-1/ _____ of 20


Executive Engineer (E & S) 1
Municipal Corporation Aurangabad
City Engineer - Ex. Engineer.



Municipal Corporation Aurangabad
TENDER DOCUMENTS

(Agreement Bond B/1 : of)

Name of work PROVIDING AND ERECTING REPLICAS OF
VARIOUS HISTORICAL MONUMENTS OF
AURANGABAD IN FRONT OF CHIKATHANA
AIR PORT FOR THE PROMOTION OF TOURISM
FOR AURANGABAD MUNICIPAL CORPORATION.

- | | |
|---|---------------------------|
| 1) Amount Put to Tender | Rs. <u>26,78,765/-</u> |
| 2) Accepted Tender Amount | Rs. <u>21,04,945.50/-</u> |
| 3) Date of Work Order | _____ |
| 4) Date of commencement of Work | _____ |
| 5) Stipulated period of completion of Work
as per the contract | _____ |
| 6) Stipulated date of completion of work | _____ |
| 7) Issue to M/s. <u>MR. MUBARRIK MAHBOOB FAHAN.</u>
/ Shri | _____ |
| 8) Vide R: No. | _____ |
| Date | _____ |

Opened by me

Date :

[Signature]
Contractor

[Signature]
Executive Engineer (E&T)
City Engineer, Aurangabad
Municipal Corporation, Aurangabad
[Signature]

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Name of work _____

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Contractor

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ANNEXURE

Manner of Submission of Tender & its Accompaniments
Tender to be submitted in three separate sealed Envelopes

The tender while submitting the tender shall submit the documents in THREE SEALED ENVELOPES as below :-

a) Envelope No. 1

The first envelope clearly marked as Envelope No. 1 shall contain the following documents :

- i) Earnest money deposit receipt from Municipal Corporation Aurangabad.
- ii) Certificate as a registered contractor with the Government of Maharashtra.
- iii) Income Tax Clearance certificate in original from the Income Tax Officer of the concerned Circle of a date not more than three months prior to the last date fixed for receipt of tender unless specifically exempted in this respect by the Government.
- iv) List of machinery and plans immediately available with the tenderer for use on this work & List of machinery proposed to be utilised for this work, but not immediately available and the manner in which it is proposed to be procured.
- v) Details of technical personal on the rolls of the tenderer.
- vi) Details of work of similarly and magnitude carried out by the contractor.
- vii) Details other of work tendered for and in hand with value of work unfinished on the last date of submission of tender. The certificates from the heads of the office under whom the works are in progress should be enclosed with.

b) Envelope No. 2

The second envelope clearly marked as Envelope No. 2 shall contain.

- i) Covering letter for the offer.
- ii) Special feature contractor feels worth mentioning his offer,
- iii) Assumption conditions deviations etc. put forth by the contractor, if any, as distined from the provisions in the departmental Tender papers.
- iv) Contractors own design, where so allowed by the Department. This Envelope shall not contain the cost offered by the tenderer.

c) Envelope No. 3

The third envelope clearly marked as Envelope No. 3 shall contain only the main tender documents; mentioning the cost of the tender.

The Contractors should note this procedure carefully, he should quote his original basic offer on schedule "B" of the tender documents to be submitted on in Envelope No. 3. He should not quote this basic cost offer anywere directly or indirectly only. Envelope No.1 or No. 2. The contractor shall quote for the work as per Department design unless he is authorised quote on his own alternative design.

The three sealed envelope as mentioned above shall again be put together in one common cover and sealed. This sealed cover shall be marked on the left hand top corner tender for construction.

The full name and address of the tenderer and the name sealed cover if submitted by post. The sealed cover containing the three envelopes as above and also worked as specified.


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above shall be enclosed in another cover properly addressed and shall be sent by the registered post with acknowledgement due. The time for limit the receipt of tender shall strictly apply in all case. The tenderers, Aurangabad before the expiry of the time limit. No delay on account of any cause will be entertained for the late receipt of tender. Tenders offered or received after the time limit is cover with eighter not to be accepted and if in advertantly accepted will not be opened. Right is reserved to consider marginal case which in no way will or can affect the sancity or tenders.

OPENING OF TENDERS :

On the date specified in the Tender Notice, following procedure will adopted for opening of the Tender.

ENVELOPE NO. 1

First of all, Envelope No. 1 of all the tenderer will be opened to verify its contents requirements. If the verious documents contained in this envelope do not meet the requirements of the Dept. a not will be recorded accordingly by the tender opening authority and the said tenderer envelope No.2 and 3 will not be considered for further action but the same will be recorded.

ENVELOPE NO. 2.

The Envelope shall be opened immediately after opening of envelope No.1 only if the content of Envelope No. 1 are found to be acceptable to the corporation. The forwarding letter of the tender, his assumptions conditions etc. shall then be read out.

Subsequently, the various assumptions, conditions diviations and additional stipulations in corporate by the competing tenderers will be scrutinised by the corporation and a common set of diviations from the original conditions incorporated in the tender and the additional stipulations as may be considered as acceptable. To the corporation, will be formulated and all there completing tender will be informed accordingly. The effect of this charges in terms of money shall be submitted by the tenderers in terms of marked as Envelope No.3 "A" on or before a specified date.

Where the contractor own design is allowed for by the Corporation details there of shall be the technical feasibility and acceptability of the design Doubts, if any, shall be got certified from the tenderers by the Department in case the Department finds such designs infeasible the quotation and offer in packet 3-A and 3 shall not be considered by the corporation.

ENVELOPE NO. 3 and 3-A

Both the Envelope No. 3 and 3-A will be opened simultancously on the specified date in the presence of the tenders whose offer are under consideration so as to arrive at final figure of the offer of the various tenderers without any individual conditions except those included in the common set of conditions issued by the Department which shall be from a part of the contract documents. The tenderers are free to take cognizance (1) of the additional facilities offered to them in a common set and reduce their bids or (ii) of their conditions rejected and increase their bids or in the form of percentage below or above their original bids in Envelope No.3 and enclosed it in Envelope NO. 3-A without stipulating any further conditions.


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AURANGABAD MUNICIPAL CORPORATION, AURANGABAD
TENDER NOTICE

Separate sealed tender in B-1 form for the undermentioned work with the name of contractor and work superscribed on the envelope are invited a rewill be received as specified below by the City Engineer Municipal Corporation, Aurangabad and will be opened on the day if possible.

The tender forms will be issued by the City Engineer, Municipal Corporation, Aurangabad on payment of specified cost of the form and on production of Registration Certificate in appropriate category Additional Rs. 10-00 be paid if the tender form is required by post at contractor's risk.

The tender should be accompanied by (1) as specified earnest money in the form of deposit at call receipt on any schedule bank / treasury receipted challan (2) Uptodate income tax clearance certificate (3) List of works execution in the interior back work and hilly areas during the presiding five years other particulars can be had from the office of the undersigned on any working day.

The offer shall remain valid for a period of 90 (ninty) days from the date of opening the tenders. The acceptance of tender may be intimated to the contractor telegraphically or otherwise eighter by the office competent to accept the tender by higher authorities such as and each intimation shall be deemed to be as intimation of acceptance of tender given by the authority competent to accept the tender.

Right to reject any or all tenders without assigning any reason there of are reserved.

Sr. No. _____

Name of work _____

Amount Put to tender _____ Rs. _____

Earnest Money _____ Rs. _____

Security Deposit _____ Rs. _____

Period allowed for completion of work _____

Class of registration of Contractor _____

Eligible for tender _____

Cost of the tender _____ Rs. _____

Period of issue of tender form _____

Date of receipt of tender _____

Upto _____ Hours.


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6) Acceptance of a Tender will rest with the competent authority who does not bind himself to accept the lowest and reserves the right to reject any or all tenders without assigning any reasons whatsoever. The tenderer whose tender is accepted will have to enter into a regular B-1/2 form and abide by all rules and regulations embodied therein.

7) The contractor should quote rates in rupees and paise both in words and figures. The amount also be worked out by him and requisite total given. No alteration in the forms of tender and in the schedule of quantities and so additions in the shape of the special stipulations will be permitted. No pages on the tender should be removed or replaced tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to summarily rejection.

8) Contractor should particularly note the units on which the rates are based in case the amount shown in the last column as worked out by the contractor differs from the amount worked out from quantity and the rate. The amount based on the rates will be taken as correct. In case the rates in words differs from that in figures the former will be taken as correct. No change on the units shall be allowed.

9) All the columns in the schedule should be filled in ink and correction in the tender shall be initiated by the contractor.


10) The rates in word in schedule "B" of the tender forms should be expressed in a single line only. If the rates in word are omitted inadvertently or otherwise, the tender is liable for rejection. The word "ONLY" should also be added again each rate mentioned in words.

11) Contractor will have to attach to his tender and statement furnishing the following information.

- a) Details of work on hand already tendered for that the time of submission of the tender
- b) Details of work of similar type and magnitude carried out by the tenderer.
- c) Details of the plants and machineries readily available with the tendered for the use of work.
- d) Details of technical persons with the tenderers.
- e) Copy of Registration Certificate.
- f) Uptodate Income Tax Clearance from the Income Tax Office concerned in case of the firm have more than one partner such certificate is required for each partner thereon.
- g) If the tendering contractor are a firm or a company they shall in forwarding letter mentioned the names of all the partner of the firm or the company (as the case may be) and name of the partner who hold the power of Attorney, Authorising him to conduct transaction on behalf of the body along with partnership deed.
- h) A list of documents attached with the tender duly attested.

12) The contractor whose tender is accepted or his authorised sub-contractor will pay the labour engaged on the work and wages as per minimum wages act applicable to the zones in which the work lines.

13) The contractor will have to sign the original copy of the tender papers and the drawing according to which the work is to be carried out. He shall also have to give declaration to the effect that he has fully studied the plans, specifications, local conditions availability of labour and materials and that he has quoted his rates with due consideration to all these factors.


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City Engineer / Ex. Engr.

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14) The right is reserved to revise or amend the contract documents prior to the date notified for the receipt of tender or to extend the date, such deviations, amendments or extensions, if any, shall be communicated in the form of Amendment corrigendum or by Notice in the press as may be conssered suitable.

15) The offer will remain valid for a period 90 (Ninty) days from the actual date of opening tender.

16) No alternative design from the contractor shall be entertained and the tender received on the basis alternative design in contravention of this condition shall be summerly rejected.

17) The acceptance of the tender may be intimated to the contractor telegraphically or otherwise by the officer compentent to receipt the tender and such intimation of acceptance of tender shall be deemed to be an intimation of acceptance.

18) The payment for incomplete items will be made at suitable chart rate provisionaly and full rates will be released only after entire work is satisfactorily completed by the contractor.



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City Engineer / Ex. Engr.

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GENERAL CONDITION

1. Contract Drawing Specifications and Location of works :

- a) One set contract conditions and drawing will be supplied to the contractor free of cost.
- b) The drawing which from part of specifications shall show the work to be done in as many details as possible at the present stage. They may be supplemented or superseded by such as additional details drawings as may necessary as the work programme. The contractor shall perform the work on these features and in accordance with the additional or revised drawings as the case may be and at the applicable case as per the contract as stipulated in Clause No. 14 of the agreement Bond.
- c) Statement as the conditions under which the work is to be performed including plans survey measurements dimensions calculations estimates drawing etc. are made solely to furnish a basis of comparison of tenders.
The contractors shall check all the drawings and estimate carefully and also satisfy himself by his own investigations regarding all conditions effecting the work to be done and labour and materials needed and made his bid in sole reliable there of.
- d) The contractor shall advise the Engineer-in-charge immediately the errors or commission discovered. The contractor shall not take advantage of any kind of errors or omission in the drawings and specifications supplied.
- e) The Engineer-in-charge will suitably modify or change the part of the drawing plane etc. as per requirement.
- f) The size of R.C.C. member shown on drawing and adopted in the estimate are rough and will very based on the actual R.C.C. design which will be supplied during the execution.
- g) The foundation adopted in estimates for the work may be changed if necessitated due to actual site conditions during execution.

2. Errors Omissions and discrepancies :

- a) In the case of errors omission and discrepancies between the written and scaled dimension of the drawings or between the drawings and specifications, the following order on preference shall apply.
 - i) Between actual scale and written dimensions or description on a drawing the latter shall be adopted.
 - ii) Between the written or shown description or dimension in the drawings and the corresponding one in the specifications the latter shall apply.
 - iii) Between the quantities shown in the schedule of quantities and these arrived at from the latter shall be preferred.
 - iv) Between the written description of the items in the schedule of quantities and the details description in the specifications at same items the latter shall be accepted.
- b) In all cases of omissions and errors or doubts or descriptions in the dimensions or description of any item or reference shall be made to City Engineer / Ex. Engr. Whose inclusion, alteration or decision shall be considered as authentic, to contractor should be held responsible for the error that may occur in the work through lack of such reference and precautions.

2. Apprentices Act :

I/We undertake to approve to engage on the work the required number of apprentices as per rule and conditions to Director of Technical education and State Apprenticeship Advisor Maharashtra State Bombay principal of industrial Training Institute/Employment Exchange to.


Contractor


City Engineer / Ex. Engr.

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3. Programme and Methods for Carrying out the work :-

The contractor shall furnish wherever necessary a schedule for the approval of the Engineer-in-charge. The schedule giving the programme of the work and details of the method of execution proposed to be adopted. No work shall be carried out by any other method except that approved by the Engineer-in-charge any modification in the programme and method proposed by the contractor adoption of any such changes will not entitle the contractor for claiming extra rates or extra payments for the same.

4. Sub-Letting of work :-

As stipulated under clause No. 26 of the tender form, the contractor shall not be permitted to sub-let any of the work without permission of the Municipal Corporation. Municipal Corporation give permission the main contractor will take full responsibility for the quantity of the work before subletting the work contractor must submit the name of sub-contractors proposed for the approval of the Municipal Corporation and shall after Wards send to true copies of the sub-contract to approval. It must be stated whether the firms proposed are actual manufacturers or maker if not the name of the makers must also be submit. The sub-let order shall contrain all necessary information given the specification unable the sub contractor to supply the work in accordance.

The sub-let order shall also contain the item in which the sub-contractor undertakes the delivery of the material or the completion of the work. However the contractor will be held responsible for non completion of the whole contract.

5. Treasury Troves :-

In the event of the discovery by the contractor or his employees during the progress of an treasury, fossils minerals as other articles or things of value of interest the contractor shall give immeniate notifications three of to the Engineer-in-charge such treasurer or the things which shall be the property of the Municipal Corporation / Aufangabad.

6. Information Regarding Labour :-

The contractor shall submit daily report to the Engineer-in-charge regarding strength of labour employed by him on the were both skilled and unskilled in the prescribed preforms as supplied by the Engineer-in-charge from time to time. The contractor of directed by the Engineer-in-charge shall increase the strength of the labour both skilled and unskilled.

7. The contractor shall indemnity Municipal Corporation Aurangabad against all actions. Suiter claims and demand brought to or made against the Municipal Corporation Aurangabad in respect of any materials or things done or omitted to be done by the contractor in there execution or in connection with the work or this contract and against any loss or damage to the Municipal Corporation Aurangabad in consequence of any actions or suit being brought to against the contractor for any things done or omitted to be done in the execution of the work of this contract.

8. Employees or Resident Engineer :-

a) The contractor must employ qualified, skilled and fully authorised Engineer for carying out the work. This resident Engineer will be considered at any time to be acting for the contractor with full responsibility in every respect. If must be seen that with previous experience in this type of construction are preferred.

b) The contractor shall intimate the name of his agent of the Municipal Corporation Aurangabad duly authorised in order to carry out the contractor also shall be communicate the


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names of the person appointed by him for supervising the works on his behalf sufficiently in advance to the Engineer-in-charge. The Engineer-in-charge is empowered fully to disallow the above mentioned person or person on the work without any reasons there of.

9. Temporary Quarters :-

The contractor will be required to make his own arrangements for the housing of all his staff and other people during the work the contractor maintain at his own expenses as efficient saving staff as may be required by the Engineer-in-charge.

10. Water Supply to Work :-

The department will assist for taking bore and giving water connection from Municipal manner the cost of contractor. In case there is no sufficient water supply from Municipal Corporation the contractor shall arrange from his own water supply for work and his labour for which no claim and/or extension in time limit will be entertain.

INSTRUCTIONS TO PERSONS TENDERING

1) The persons tendering are informed that no error or alterations by them in the rest of documents sent herewith will be allowed and any such error or alterations will be disregarded. if there is any error writing or over-writing done but wrong words or figures should be struck out and the correct on written above or near and in an unambiguous way, such corrections should be intialled.

2) The contractor should quote his rates for completed items of work inclusive of all leads lifts, clarifications.

3) The contractor shall may his own arrangements for quarriers of rubble stone and murum item etc. over burden in quarries with have to removed by the contractor at his own cost. No enhanced raves will be paid if the quarries are required to be changed for one reason or the other.

4. Setting Out :-

The contractor shall be responsible for the true and proper setting out of the works and for the corrections of the positions, levels, dimentions and arrangements of the parts of the works and for provisions of all necessary instruments appliances and labour in connection therewith at his own cost. Officers of the corporation may assist the contractor in proper setting out. Corporation instruments may be allowed to be used for setting out of work for which no cost shall be recovered from the contractor if at any time during the progress of the work any error shall aries in regard of levels or dimensions of alignment of any part of the error to the satisfaction of the Engineer Unless such errors are based on correct date supplied in wirtting by the Engineer or his representative in which case the expensses of rectifying the same shall be borne by the corporation.

The checking of any setting out or checking of level by the Engineer of his representative shall not in any way relieve the contractor of his responsibilities for the corrections there of and the contractor shall carefully protect and preserve all bench mark site tails page and other thing used in setting out of works.

5. Work Order Book :-

A work order book shall be maintain on the work site at the cost of corporation. It shall be the property of the corporation. The contractor shall sign the orders given there by the


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Engineer-in-charge or his superiours and shall carry them out promptly and report compli-
ance of the same Engineer-in-charge.

6. Testing of Material :-

a) All material to be used on work such as time, sand cement, crushed metals agregates, bricks or steel and mind steel etc. Shall employ with the test and or analysis as per the detailed specifications for the item concerned.

b) The contractor shall at his risk and cost make all arrangement and shall provide all such facilities as the Engineer may required for collecting, Preparing and forwarding required number of samples for tests as may be directed by the Engineer-in-charge.

c) The contractor shall if and when required submit samples of materials to be analysed and if so, directed shall not make non of or incorporation in the work and any materials to be represented by the Engineer-in-charge.

d) Tests of materials will be made regularly and also whenever specifically called upon by the corporation, the contractor in all case shall furnish the required samples without changes.

7) Income tax will be deducted from the payments of bill payable for the work done as per rules prescribed from time to time.

8) All unused materials and paints implement not removed by the Contractor within TWO MONTHS of the completion date of the work of an extension granted there of by the Engineer, shall become the property of the Municipal Corporation and the contractor shall not be entitled or any payment for comensation whatsoever in respect there of.

9) The rates includes clearance of site prior to commencement of work and at its close and in all respect hold goods for the works under all conditions moisture etc. clearance site including removing of all bushes, wood and trees upto 3 diameter at the ground level. Tree of bigger dia will be removed by M. Corp. upto ground level, the roots of these will be removed by the Contractor including filling pits which no payment will be made by the Corporation.

10. For Road Works Only :-

Consolidations of soling metal shall be done by Corporation and if any reason there is any delay in making a roller available for these operation.

The contractor shall not be entitled for any claim of compensation on account of his labour sitting idle, etc. Only extension of contract period will be considered on merits in each case provided that contractor applies for such extension in time.

11. Supply of rate analysis when the question of extra item rate lists arises.

12. In case of the extra item rate list the contractor shall invariable supply rate analysis based on actual labour involved and materials used alongwith quotation of suppliers in support of the rate for materials.

13. The work include in the contract shall be carried out in accordance with the specifica-
tions given in the PINK BOOK of standard specifications 1979 Edition as per reference given
against each item in the schedule B.

14. Measurements shall be based on the basis of serve analysis size metal will be paid
at full rate if stands to the abrasion and water absorption tests under size metal will be
rejected and over-size metal will be paid at suitable reduced rates as approved by the City
Engineer.

15. The testing charges shall be born by contractor.


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City Engineer / Ex. Engr.

[11)

LIST OF MACHINERY


That can be Spared for the above Work by the City Engineer / Ex. Engr.
Municipal Corporation Aurangabad is available with him

Name of Work _____

Sr. No.	Description of Machinery No.	Hire Charges per day or part of	Remarks
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NOTE :-

- 1) Hire charges will not be devide on Bazar day and on such days when the machinery is sick or idle ever handling wash out or for repair.
- 2) The machinery will be supplied at the Municipal Corporation Stores Aurangabad. and the hire charges will be devide from three days it is handed over to the contractor roll the stores till it returned to the stores except of the days mentioned in note (1) above.
- 3) The contractor shall returned the machinery to the corporation at the place where it is handed over to him.
- 4) The hire charge included the salaries of the Driver and Firemen or Cleaner. The running charges inclusive of periodical overhanding wash out and cost of fuel etc. shall be borne by the contractor.
- 5) The machinery as above will be spared to the contractor for use on the works in question subject to the rules and conditions laid down in appendix of M.P.W. Mannual with the modification given above.
- 6) The Machinery as above will be spared if available with the corporation. In cash, however for any reason the required number under any category cannot be made available the contractor will not be entitled for any claim, whatsoever.


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**LIST OF MACHINERY AVAILABLE WITH AND POSSESSION
OF THE CONTRACTOR WHICH THE PROPOSED TO USE FOR
EXECUTION OF THIS WORK
(TO BE FILLED US BY THE CONTRACTOR)**

Name of work _____

Sr. No.	Name of Machine	Capacity	No. and Make	How many No.	Whether in working order	Whether their owned by him	Remarks
1)	Stone Concert						
2)	Cement Concert Mixer						
3)	Motor Trucks						
4)	Asphalt Mixer						
5)	Asphalt Boiler						
6)	Vibratar						
7)	Pumping Sets						

Note :- The above machinery is readily available with me / us in good working condition and I / We will use on the works tendered for.

Contractor

City Engineer

Name _____

Address _____



Contractor

City Engineer / Ex. Engr.

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ADDITION TO CLAUSE

Clause No. 19 A The contractor shall be liable to pay the expenses of providing medical aid to any workmen who may suffer any injury as a accident at or near to the work site whether on duty or off duty or and whether such accident takes place on a holiday or on a working day it shall be opened to corporation to incur the requisite expenses for providing such medical aid and to recover the same from the Contractor Certificate of the City Engineer as to amounts of expense actually incurred on providing such medical aid shall a final and conclusive against the material contractor.

Clause No. 51 Contractor should not that recovery of at penal rate of twice the issue rate will be affected if the contractors do not return the surplus and the S.T. G. T. will also be recovered from them.

Clause No. 52. The Contractor are bound to pay the Labourers according to the Minimum wages. Act 1948 applicable to Zone in accordance with the orders in Government in public. Works Department Circular No. NWA 10 dated 5-12-1958, Any differaulation in the type of zones should not entitle contractor for any claims.

Clause No. 54 Where the workers are required to work near machinery and are likely to meen such accident should not be allowed to wear loose clothes like Dhoti, Zabba etc.


Clause No. 55 A A Contractor shall comply with the provision of the apprentice Act, rules and 1961 orders issued are reminders from time to time. If he fails to do so his failure will be breach of contract and the City Engineer may in his discretion to cancel the contract. The contractor shall also be liable to any penalty liability existing on account of the violation by him of the provisions of the Act.

Clause No. 55 B Contractor should note that recovery at penal rate of twice the issue rate will be at effected if the contractor do as not return the surplus material, and the S.T. or G.T. will also be recovered from him.
Addition to Clause 30 as Sub Clause (1), (2) & (3)

Vide Government in public works Department Circular No. CAT-1084/(5)/Pldg 2.
Dated 30-10-85 and Government in public works Departments
Circular No. CAT- 1086/CR 110/81 dg. 2 dated 7-5-1986

Clause No. 30 (1) Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code Rules Then in force the decision of the City Engineer of the Municipal Corporation or the time being shall be final, concensive and binding on all particulars to the contract upon all question relating to the meaning of the specifications designs, drawing and instructions here in before mentained and as to the quality of workmanship or materials used on the work or as to and other question claim, right, amtter or things whatsoever if any way arising out or of relating to the contracts, design.


Contractor


City Engineer / Ex. Engr.

[14)

Design drawing, specification estimates instruction orders or these conditions or otherwise concern in the works or the execution of failure to execute the same whether arising.

Clause No. 20 (2) The contractor may within thirty days of receipt by him of any order passed by the City Engineer of the Municipal Corporation Aurnagabad as aforesaid, appeal against is to the Commissioner or project provided that.

a) The accepted value of the contract exceeds Rs. 10 lacs.
(Rupees ten lacs)

b) Amount of claim is not less than Rs. 1 lacs (Rupees one lacs)

Clause No. 30 (3) If the contractor is not satisfied with the order passed by the City Engineer as aforesaid, the contractor may, within thirty days of receipt by him of any such order, appeal against it to concerned City Engineer is not previous and that there some substance in the claim of contractors as would merit a detailed examination and decision by the standing committee shall put up to the standing committee at corporation level for suitable decision.

Addition to Clause 37 (C)

(Vide Government in public work Department's Circular
No. CAT-6076/3336/(400) Bldg. 2 dated 16-8-85)

The contractor shall duly comply with the provisions of "the apprentice Act 1961" (M of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and said Rules.

Addition to Clause 53

Vide Government in public works Department's Circular
No. CAT-1284/(120)/Bldg. 2 dated 14-8-85

"The contractor shall duly comply with all the provision of contract labour (Regulation and Abolition) Act 1970 (37 of 1970) and the Maharashtra Contract Labour (Rules 1971, as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work in particular, the contractor shall pay wages to each worker employed by him on the site of work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971, if the contracts fails or neglect to pay wages at the said rates or makes a short payment and the corporation makes such payment of wages in full or part there of less paid by the contractor as the case may be the amount also paid by the corporation or such workers shall be deemed to be areas of land revenue and the corporation shall be entitled to recover the same as such from the Contractor or deduct the same from amount payable by the corporation to the contractor, hereunder or from an / other amounts / payable to him by the Corporation.


Contractor


City Engineer / Ex. Engr.

SCHEDULE 'A'

Name of work _____

Sr. No.	Material	Quantity	Rate	Unit	Place of delivery
1	2	3	4	5	6
1)	Cement	M.T.		Per Metric Tone	
2)	Mild Steel	M.T.		Per Metric Tone	Municipal Corporation Godown Aurangabad
3)	Tor Steel	M.T.		Per Metric Tone	
4)	Asphalt	M.T.		Per Metric Tone	


Contractor

City Engineer / Ex. Engr.

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CONDITION FOR SCHEDULE 'A'

1) The controlled materials will be supplied according to the test mentioned in schedule 'A' The steel will be supplied in length as available. The Corpn. does not take the responsibility for any delay caused in arranging the supply. NO compensation will be paid to the contractor on this account.

2) All the materials shall be made available for delivery on working days only during office hours to be arranged mutually by the contractors himself and the store keeper or the sub Divisional Officer concerned whosoever shall issue materials which shall be made available at Municipal Corporation store maintained above.

3) The contractor shall maintain a register of all account of materials issued to him from time to time and keep it open for inspection and scrutiny etc. by the City Engineer or his representative as director cost of materials that can not be accounted for shall be recovered from the contractor as panel rates of twice the issue rate by the City Engineer.

4) The quantities as noted in Schedule 'A' are only approximate and shall vary according to actual bonafied use.

5) All materials mentioned in Schedule 'A' required for the work shall be taken from the Municipal Corporation only the materials from other sources in lieu of the materials in schedule A shall not be allowed except under written permission from the City Engineer in such certificates for the quality shall be furnished by the contractors samples of such materials shall be tested from any of the corporation approved laboratories at contractors cost. The materials not containing to the required standard shall be removed from the site of work immediately.

6) The contractor will have to construct a shed for storing controled and valuable material issued to him under schedule A above at site having double locking arrangement. The materials will be taken for use in the presence of the Department person only. No materials will be allowed to be removed form the site of work.

7) The issue rates or inclusive of the taxes (Such as S.T. And G.T. octroi etc.)

8) In the case of mild steel bars will be taken back by the Department from the contractor on completion of work provided the same are in full length as originally issued and also if they are not less than 25 mm. In length the contractor will be paid for the same on the rate fixed under provisions of para 10, 38 of M.P. W. Accounts Code P 13.

9) Contractor shall furnish account of all materials before placing indent for further materials and should furnish account of all materials on completion of work and should return all surplus materials to the Department. Recovery at panel rate of twice the issue rate as all mentioned in Schedule A and charge thereon etc. will be effected for nonreturning the surplus materials.

10) 90 percent of the total number of empty cement bags as issued to him could be made available by the contractor to the authorised bags collecting agent of the cement companies and the contractor shall furnish to the Department of this presenting the bags to the authorised agent. If the number of serviceable bags returned by the contractor fails short of 90 percent of the total cement bags compensation at the rate of Rs. 1-00 per bags return of 92 percent shall be allowed to dispose of the bags rejected by the authorised bags collecting agency. The empty cement bags be the property of the contractor.


Contractor

City Engineer / Ex. Engr.

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11) The steel shall be issued to the contractor on actual weighment. The payment shall be made on the basis of the weight of steel use on the work which is calculated on the basis of the running length and standard weight per meter length. No claims on account of defference in actual weight and weight calculated on the basis of length shall be entertained. The table showing the unit weight of mild steel bars of different categories (in metric tonne or produced below should be followed strictly.)

Diameter of bars in MM	Weight in Kg. mild steel	Weight in Kg. tor steel.
6	0-22	0-222
10	0-60	0-617
12	0-90	0-888
16	1-06	1-578
20	2-50	2-466
22	3-00	2-980
25	3-88	3-545
28	4-80	4-800
32	6-30	6-313
36	8-60	7-990
40	9-90	9-364

12) The charge for conveying above materials from the place of delivery to the site of work should borne by the contractor.

13) Cement will be supplied to the contractor in standard packing bags. Twenty bags as equal to one metric tonnes as received from the supplier of Cement and will be delivered at Government stores at the rates mentioned in schedule 'A'

14) Government shall not be responsible for the loss of cement during transit. Corrections will have to be done by weight batch while mixing if cement in found short in a bag it will have to be made good by the contractor for which additional cement will be supplied by the Department at issue rate in schedule 'A'

15) The contractor shall with in the period stipulated by the Engineer-in-charge submit as estimates of his total requirements of cement & shall place tender of his monthly requirement at least one month in advance of planned use otherwise as directed by the Engineer-in-charge.


16) The contractor shall indent his requirement of cement as to assure utilisation of cement not latsr the 60 days after the receipt of cement older than a period of one side or store through any part of monsoon shall not be used on the work except with the written permission of the Engineer-in-charge and only after the satisfactory passing test that may certify. The testing charges will have to be borne by the contractor.

17) The Department does not accept the responsibility for any delay caused in arranging the supplied no compensation shall be paid the contractor on this account.

18) The contractor should maintain an account of stock of cement and steel consumption of the work very day in the prescribed proforma.

19) The contractor or his authorised representative should sign in taken of his acceptance daily consumption account of steel & cement & other controlled articles supplied by the Municipal in the registers maintained by the office-in-charge.


Contractor


City Engineer / Ex. Engr.

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20) In case any store materials supplied corporation is wasted or damaged due to negligence mishandling or for want of proper arrangements by the contractor or his agent or labour recover of the same shall be effected from the contractor at par with rates as will be delated by the City Engineer wastages of steel to be borne entirely by contractor 5% wastages of steel is a misible.

21) The materials shown in schedule 'A' the contractor will be issued as included in schedule B for which his rates have been accepted in case. If any extra rate is allowed to the contractor for any item included in schedule B or extra items the rate for issuing materials will be decided by the Engineer-in-charge seperately and will be binding on the contractor.

22) No cement will be issued for manufacturing of cement, tiles, R.C.C. Jali etc. for which contractor will have to make his own arrangements.

Note-Applicable / Not Applicable

PRICE VARIATION CLAUSE

(Accompaniment to the Government in public works Department Resolution)
(No. BDG 1079/64188(385/-D. sk2 dated 4-2-1981)

If during the operative period of the contract as defined in conditions (i) below there shall be any variation in the consumer price index (New Series) for industrial workers for Centre as per the labour Gazette published by the Commissioner of labour Government of Maharashtra and/or in whole sale price index for all commnodities prepared by the office of Economic Advisor, Ministry of Industry, Government of India as compared to the respective figures there for on the last date prescribed for receipt of tender, then subject to the colling specified in condition (iv) below and to other conditions mentioned below, paise adjustment account of (i) Labour component and (ii) material component which respectively are % and % of the total cost of work put to tender calculated as per the formula here that after appearing shall be made, (Total of both these components will be 100)

A) Formula for Labour Component :-

$$VI = \frac{(0.85 p - \text{Cost of Schedule 'A' Materials used})}{(100 CO)} \times (K1 \times CI - CO)$$

Where :-

VI = Amount of price Variation in rupees to be allowed.

P = Cost of work done during the period under consideration.

K1 = Percentage of labour component as indicated above.

CO = Basic consumer price index for Centre

are entertained as above on the last date prescribed for receipt of tender.

CI = Average consumer price index for Centre

as entertained as above during the period under consideration.

A) Formula For Material Component :-

$$VI = \frac{(0.85 p - \text{Cost of Schedule 'A' Material used})}{(100 CO)} \times (K2 \times 11 - 10)$$


Contractor

City Engineer / Ex. Engr.

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Conditions above referred to :

i) The operative period of the contract shall mean the period commencing from the date of the work order issued to the contractor and ending on the date which the time allowed for the work specified in the memorandum under for works expires. Taking in to consideration the extension of time if any, for completion of the work, granted under the relevant clause of the conditions of contract in cases other than those were extension as necessitated on account of default of the contractor. The decision of the Engineer-in-charge as regards the operative period of the contract shall be final and binding on the contractor.

ii) The price variation Clause shall be applicable only in case where the estimated cost of the work put to tender is more than Rs. 5 Lacs and operative period of the contract is more than twelve months.

iii) Price variation as per the above mentioned formula shall be calculated separately for labour component and materials component.

iv) Price variation shall not be payable for the extra items required to be executed during execution of the work and also no the excess quantities payable under the provisions of Clause 37/38 there of.

v) Aggregate amount of price variation payable on the materials and labour components both put together and calculated as stated above.

a) Shall not exceed 17 percent of the estimated cost put to tender in cases where the said cost does not exceed Rs. 100 Lacs (Hundred lacs) and

b) Shall not exceed 75 percent of the amount as ascertained on the basis of the above formula in case where the estimated cost put to tender exceed Rs. 100 Lacs (Hundred Lacs)

v) Price variation shall not be payable for the quantity of work done in the first twelve months from the operative date or on that portion of the work which the contractor has to execute proportionately in the time element of the first twelve months from the operative date.

7) In order to facilitated computation of the price variation to be made under the clause. The contractor shall keep such books of account and other documents as are necessary. The contractor shall allow inspection of the same by a duly authorised representative of the corporation and shall at the request of the Engineer-in-charge may require for verification.

8) The clause is operative both ways i.e. if the price variation in the said whole sale on the plus side the price variation shall be allowed to the contractor and if is on the negative side the allowed to contractor and in is on the negative side the corporation shall be entitled to recover the same from the contractor and the same shall be deductible from the contractor's bill for the respective period in which where are fluctuations.

9) Payments towards price variation will be made strictly according to price variation clause in incorporated in tender papers. Tenders are not permitted to suggest and condition and variation or modification to the said clause if tender "tenders suggest any modification to the said clause, his/their tender is likely to be summarily rejected.


Contractor

City Engineer / Ex. Engr.

Addition to Price Variation Clause

Formula for Petrol, Oil and Lubricant Components

(Vide Government in public works Department's Resolution

No. GAT - 38783/5047 (47) Bldg. 2 dated 19-2-1986)

Formula :

$V_3 = 0.85 p - (\text{Cost of Schedule 'A' material used})$

$x K_3 \quad x \quad \cdot \quad PL - PT$

100 $\quad \quad \quad PC$

Where :

V3 = Amount of price variation in rupees to be allowed.

P = Cost of work done during the period under consideration.

K = Percentage of petrol, oil and lubricant component (this will be worked out separately for each work)

PI = Average price of H. S. D. for Bombay during the period under consideration.

PO = Average price of H. S. D. for Bombay on the last date prescribed for receipt of tender.

3) Sum of three component viz. Labour component (K-1), material component (K-2) and petrol, oil and lubricant component shall be 100 and these components shall be worked out for each work.

4) For application of the escalation clause (petrol, oil and lubricants component) the price for high speed diesel will be used.



Contractor

City Engineer / Ex. Engr.

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DECLARATION OF THE CONTRACTOR

I, hereby declare that I have made my self thoroughly conversant with the local conditions regarding all materials such as stone, murum and etc. and labour on which have based may rates for this Tender. The specifications of this work have been carefully studied and understood by me before submitting the Tender. I undertake to use only the best material approved by the City Engineer / Ex. Engr. incharge Engineer Municipal Corporation, Aurangabad or his duly authorised Assistant before starting the work to abide by his decision.

Contractor

City Engineer / Ex. Engr.

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


Contractor

City Engineer / Ex. Engr.

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FORM B-1

MUNICIPAL CORPORATION, AURANGABAD

Issued of Shri _____
and received Rs. _____ Vide receipt No. _____ Date _____
Date of receiving tender _____ p.m.

City Engineer / Ex. Engr.
Municipal Corporation, Aurangabad

Percentage Rate Tender and Contract for works General Rules and Direction 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 the City Engineer / Ex. Engr. Municipal Corporation and signed by the City Engineer / Ex. Engr.

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 tender, and the amount of security deposit to be deposited by the successful tender and the percentage. If any to be deducted from bills. It will also state whether a refund of quarry fees, royalties and ground rents will be granted, copies of the specifications designs and drawings estimated rates, and any other documents required in connection with the works shall also be open for inspection by contractors at the officer of the City Engineer / Ex. Engr. during office hours.

Where the works are proposed to be executed according to the specification recommended to a contractor and approved by a component authority on behalf of the Municipal Corporation Aurangabad such specification with designs and drawings shall form part of the accepted tender.

2) In the event of the tender being submitted by a firm, it must be signed by each partner of, and in the event of the absence of any partner, it shall be signed on his behalf by a power of attorney authorising him to do so.

- 2 A (i) The Contractor shall pay alongwith the tender the sum of Rs.....
(Rs.....
as and by way of Earnest money, The contractor may pay the said amount by forwarding alongwith the tender call deposit receipt for the said amount drawn on any scheduled Bank for the like amount shall not carry and interest what so ever.
- 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 the amount of security deposit payable by him under conditions of entral conditions of contract.
- iii) If after submitting the tender, the contractor withdraws his offer or modifies 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 the Municipal Corporation Aurangabd here under, or in law, Municipal Corporation, Aurangabad shall be entitled to forfeit the full amount of the earnest money deposited by him.


Contractor

City Engineer / Ex. Engr.

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iv) If the event of his tender not being accepted the amount of earnest money deposited by the contractor shall unless it is prior there to for felted under the provision of sub clause (iii) above be refunded to him on his passing receipt there for.

3) Receipt for payments made on account of any works. When executed by a firm also be signed by all the partners except where the contractors are described in their tender as a firm in which case the receipt shall be signed in the name of firm by one of the partners, or by some other person having authority to give effectual receipts for the firms.

4) Any person who submit a tender shall be fill up the usual printed form stating at what percentage above or below the rates specified in schedule B (memorandum showing item of work to be carried out) he is willing to undertake the work only one rate or such percentage on all the estimated rates schedule 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 of any son will be able to rejectors no printed form of tender shall include a tender for more than one work, but contractors who with to tender for two or more they shall submit a separate tender for each Tender shall have the name and number of the work to which they refer written outside the envelope.

5) The City Engineer / Ex. Engr. Municipal Corporation Aurangabad to his duty authorised Assistant shall open tenders in the presents of contractors who have submitted tenders or their representative who may be present at the time and he will enter the amount of the several tender in a comparative statement in a suitable forming the event of a tenders being accepted the contractor shall for the purpose of identification sign copies of the specifications and other documents mentioned in rule in the event of tender being rejected administrator/commissioner shall Authorise to Account officer concerned to refund the amount of the earnest money deposited to the contractor making the tender on his giving a receipt for the return of the money.

6) The officer competent, to deposit of the tenders shall have the right of rejecting of the tenders.


7) No, receipt for any payment alleged to have been made by a contractor in regard to any material relating to this tender or the contract shall be valid and binding on Municipal Corporation, Aurangabad unless it is signed by the City Engineer Municipal Corporation, Aurangabad.


8) The memorandum of works to be tendered for and the schedule of materials to be supplied by the Municipal Corporation, Aurangabad and their rates shall be filled in and completed by the office of the City Engineer before the tender form is issued. If a form issued to an inrendins tender has not been so filled in and completed he shall request the said office to have this done before he complete and delivers his tender.

9) All work shall be, measured not by standard measure and according to their rules and customs of the Municipal Corporation, Aurangabd and their ratesshall be to an local custom:

10) Under no circumstance shall any contractor be entitled to claim enhanced rates for items in this contract.

11) Municipal Corporation contractors shall (unless exempted in writing by the City Engineer / Ex. Engr. concerned produce alongwith his tenders solvency certificate the collector of the District within which he resides or a bankers certificate of his financial stability, if he fails to produce a certificate his tender will not be considered.


Contractor


City Engineer / Ex. Engr.

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Every registered contractor should produce alongwith his tender, certificate or registration as approved contractor in the appropriate class and renewal of such registration with date of expiry.

12) All corrections and additions or pasted slips should to initiated.

13) The measurements of work will be taken according to the usual methods in use in the Department and no proposals to adopt alternative method will be accepted City Engineer / Ex. Engr. decision Municipal Corporation will be final.

14) The tendering contractor shall furnish a declaration along with the tender showing all work for which he has already entered in the contract and the value of the work that remain to be executed in each case on the date of submitting the tender.

15) Every tender shall furnish alongwith the tender, information regarding the income tax circle or ward of the District in which he is assessed to income tax the reference to the assessment and the assessment year and a valid income tax clearance certificate.

16) In view of the difficult position regarding the available of foreign exchange no foreign exchange would be released by the Department for the purchase of plant and machinery required for the execution of the work contracted for.

17) The contractor will have to construct shed for strong controlled and valuable material issued to him under schedule 'A' of the agreement at work site having double locking arrangement. The materials will be taken for use in the percence of the Departmental person. No material will be allowed to be removed from the site of work.

18) The contractor shall also give a list of machinery in their possession and which they propose to use on the work.

19) Every registered contractor should furnish along with tender a statement showing previous experience and technical staff employed by him.

20) Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current licence issued in his favour under the provision of contract Labour (Regulation and abolition) Act 1970 before starting work failing which acceptance of the tender will be liable for withdrawal and earnest money will be for effected to corporation.


21) The contractor shall comply with the provisions of the apprentices Act 1961 and the rules and orders issued there under from time to time if he fails to do so, his failure will be a breach of the contract and the City Engineer may in his discreation cancel the contract. The contractor shall also be liable, for any precautionary liability arising on account of any violation by him of the provisons of the Act.

TENDER FOR WORKS

I/We hereby tender for the execution for the Municipal Corporation (herein before and herein after refered to as corporation) of the work specified in the under written memorandum within the time specified in such memorandum at percent below/ above the estimated rates entered in schedule B (memorandum showing items of work to be carried out and in accordance in all respects with the specifications desings. Drawing and instructions in writing) refered to in Rule I here of and in clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in schedule here to.



Contractor



City Engineer / Ex. Engr.

MEMORANDUM

- a) If several sub works are included they should be in a separate list.
- b) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 204 and 205 of the M.P. W. Manual.

- a) General description
- b) Estimated cost amount put to tender) Rs.
- c) Earnest Money Rs.
- d) Security deposit : Rs.
 - i) Cash (Not less than the amount of earnest money). Rs.
 - ii) To be deducted from current bills. Rs.

- d) This deposit shall be in accordance with paras, 211 and 212 of the M.P.W. manual

Total Rs. _____

- e) This percentage where on security deposit is taken will vary from 5 percent to 10 (Ten) percent according to the requirement of the case. Where security deposit is taken, see not to clause I of conditions of contract

- e) Percentage, if any to be deducted from bill 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% percent.


Percent _____

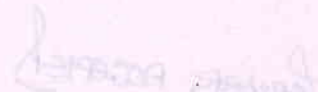
- f) Give schedule where necessary showing date by which the various items are to be complete.

- f) Time allowed for the completion of work from date fixed in written order to commence. (30) Thirty calendar months.

2) I/We agree that this offer shall remain open for acceptance for a minimum period of 90 days from the date fixed for opening the same and thereafter until it withdrawin by me/us by notice in writting duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of such authority. "Treasury Bank Challan, No. and date or Deposit at call receipt No. and date inrespect of the sum Rs. in Wrods.

representing the earnest money is herewith forwarded. The amount earnest money shall not bear interest and shall be liable to be forfeited to the Government should I/We fails to (i) abide by the stipulation to keep the offer open for the period mentioned above or (2) sign a and complete the.


Contractor


City Engineer / Ex. Engr.

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contractor documents as required by the Ex. Engineer and furnish the security deposit as specified in item (d) of the Memorandum contained in paragraph (i) above within the time limit laid down in clause (i) of the Annexed General conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refund to me/us if so desired me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

3) I/We, have secured exemption from payment of earnest money after executing the necessary bond in favour of the corporation a True copy of which is enclosed herewith Should any occasion for forfeiture of earnest money for this work arise due to failure on my/our part to (i) abide by the stipulation to keep the offer open for the period mentioned above or to sign and complete the contract documents and furnish no security deposit as specified in item (d) of the Memorandum contained in paragraph 1 above with in the time limit laid down in clause (1) of the annexed General conditions of the contract. The amount payable by me/us may at the option of Engineer be recovered out of the amount deposited in lump sum for securing exemption in so far as the same may extend in terms of the said bond & in the event of the deficiency out of any other money which are due or payable by me/us the corporation under any other contract or transaction of any nature whatsoever or otherwise.

4) Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms, and provisions of the conditions of contract annexed here to so far as applicable & in default thereof to forfeiture & pay to corporation the sums of money mentioned in the said conditions.

Contractor's Signature

Signature of contractor before submission of tender

Address

Dated the

day of

19

Signature of Witness

Signature of the Witness to Contractor's Signature

Address
(Occupation)

The above tender is hereby accepted by me for and on behalf of Municipal Corporation Aurangabad

If Signature of office by whom accepted

Date

day of

199

Commissioner/Administrator/Dy. Commissioner
Municipal Corporation Aurangabad

Contractor

City Engineer / Ex. Engr.

Contractor

TENDER ACCEPTED
BY 12.13% BELOW

Executive Engineer (E & P)
City Engineer / Ex. Engr.
Municipal Corporation Aurangabad

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Conditions of Contract

Security deposit


Clause - 1 The person/persons whose may be accepted here in after called the contractor which expression shall unless excluded by the repayment to the contract include his heirs, cutors, administration and assigns shall (A) (Within one day for a contract of Rs. 1,000 or less or two days for contract of more than Rs. 1,000 but less than 2, 000 and so on upto a limit of ten days, which may be extended by the City Engineer/ Ex. Engr. concerned upto fifteen day, if the City Engineer / Ex. Engr. thinks is fit to do so for a contract of over 10,000 of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer (IF deposited for more than 12 months) of sum sufficient which will made up the full security deposit specified in the tender or (B) permit Government at the time of making any payments to him for work done under the contract to deduct such as will a mount to.

Percent of all money so payable such deductions to be head by Government by way of security deposit provided always that in the event of the contractor depositing a lum sum by way of security deposit as contemplated at (A) above than and in such case in the sum so deposited as shall not amount to perscent of the total estimate cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of

percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount or the security deposit is made up. All compensation sums of money payable by the contractor to Government under the terms of his contractor may deducted from or paid by the sale of sufficient part of his security deposit or from any sums which may be due or may become due by Government of the contractor under any other contractor 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 Government securities endorsed as aforesaid any sum or sums which may have been deducted form or raised by sale to his security deposite or any part there of. The security deposit referred to when paid in cash may, at the cost of the depositor be convered interest bearing securities provided that the depositors his epressly desired in his writing.

If the amount of the security deposit to paid in a lump within the period specified at (A) above is not paid the tender contract already accepted shall be considered as cancelled and legal


Contractor


City Engineer / Ex

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steps taken against the contractor for recovery of the amounts the security deposit lodged by a contractor shall be refunded after the expiry of three months from the date on which the final bill is paid or after expiry of the date up to which the contractor has agreed to maintain the work in good order, whichever is later.

Compensation for delay

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 through the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the City Engineer / Ex. Engr. (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tender or every day that the work remains uncommence or unfinished after the proper date and further to ensure good progress during execution of the work contractor shall be bound in all cases in which the time allowed for any work exceeds one months to complete.

of the work	of the time
do	do
do	do

Note : (The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the officer competent to accept the contracts after taking in to consideration the circumstances of each case)

and side by the programme of detailed progress laid down by the Executive Engineer.

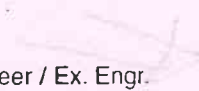
The following proportion will usually be found suitable :

	in	1/1	1/2	3/4
Reasonable progress of earth work		1/5	1/2	3/4
the				
Do	Do	of masonry	Work	1/10 1/10 8/10

	of time.
of the total value of	
work to be done	
Do	Do

In the event of the contractor failing to comply with these condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as City Engineer / Ex. Engr. (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provi-


Contractor


City Engineer / Ex. Engr.

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sions 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 of this contract the contractor shall have tendered himself liable to pay compensation amounting to the show of his security deposit (Whether and in one sum or deducted by instalments) or in the case of abandon of the work owing to serious illness or death of the contractor or any other cause. The City Engineer on behalf of the Administrator / Commissioner shall power to adopt any of the following courses, as he may deem best suited to the interest of Aurangabad Municipal Corporation.

a) To rescind the contract for which rescission notice in writing to the contractor under the hand of Executive Engineer shall be conclusive evidence and in that case the security deposite of the contractor shall stand forfeited and be absolutly at the deposite of Government.

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 & plant add charges on additional supervisory staff including the cost of work charges establishment employed for getting unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contractor. The certificate of the Executive Engineer as to the cost and other allied expenses so inquired and also to the value of the work so done departmentally shall be final and conclusive against the contractor.

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


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in case the contractor shall be reseeded under clause (a) above the contractor shall not be entitled to recover or be paid any sum for any work there for actually performed by him under this contract unless and until the Executive Engineer shall have certificated in writing the performance or such work and the amount payable to him in respect there of and he shall only be entitled to be paid the amount so certified in the event of either of course refered to in clause (b) or (c) being adopted and the cost of the work executed departmently of through a new contractor the cost of the work exceeding the value of such work credited to the contractor by Government under the contract or otherwise however or from security deposit or the sale proceeds there of provided however that the contractor shall have no claim against Government even if the certified value of the work done departmently or through a new contractor exceed the certified cost of such work and alied expenses provided always that whichever of the there course 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 be reason of his having purchased or procured any materials, or entered into any engagements, or made by advance on account of or with a view of the execution to he work or the performance, to the work or the performance of the contractor.

Clause - 4 : If the progress of any particular position of the work is unsatisfactory. The Executive Engineer shall not with standing that the general progress of the work is accordance while conditions mentioned in clause - 2 be entitled to take action under clause - 3 (b) after giving the contractor or 10 days notice in wating the contractor will have no claim for compensation for any loss sustained by him owing to such action.


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

Clause - 5 : In any case in which any of the powers conferred upon the Executive Engineer by clause 3 and 4 here of shall have become exercisable and the same shed not have been exercised the non exercised of shall not constitute a waiving of at the condition.. of and such powers shall notice with standing be exerciable inevent of any future case of default by the contractor for which under any clause here of he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for post & future compensation shall remain unaffected in the event of the Executive Engineer taking action under sub clause (a) a/or (c) of clause 3 he may if he so desire, take possession of all or any tools, paints, materials and uteres in or open the works or the site there for or being in to the contractor or produced by him and intended to be used for execution of the work or any part

Contractor remain liable to pay compensation if action not taken under clause 3 and 4.

Power is take possession or require removal of the seal contractor plant.


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there of paying not allowing for the same in account at the contract rates not being applicable at current market rates to be certified by the Executive Engineer whose certificate there of shall be final in the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the work, for man or other authorised agent require him to remove such tools, plant materials, stores from the premises within a time be specified in such notice and in the event of the contractor failing to comply with any such requisition. The Executive Engineer may remove them at the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expenses of any such removed and the amount of the proceeds and expence of any such sale shall be final and conclusive against the contractor.


Extension of time

Clause - 6 : If the contractor shall desire as extension of the time for completion of work on the ground of his having been unavoidably hindered in is executions or 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 expiration of 30 days from the date on which he was hindered as aforesaid or on which the case for asking for extension occurred which ever is earlier and the Executive Engineer if in his opinion there were reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Final certificate

Clause - 7 : On the completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (here in after called the Engineer-in-charge of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding surplus materials and rubbish, and shall have cleaned off the dirt from all wood work, doors windows, walls floor or other parts of any building in or upon which the work has been executed or of which he may have had possession for the purpose of executing, the work not until the work shall have been measured by the Engineer-in-charge on where the measurement have been taken by his subordinates until they have received approval of the Engineer-in-charge the said measurement being binding and conclusive against the contractor. If the contractor shall fail to completely which requirement of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on and before the date fixed for the completion of the work. The Engineer-in-charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean of such dirt as aforesaid and the contractor


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shall pay the amount of all expences so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except or any sum actually realised by the sale there of.

Clause - 8 : No payment shall be made for any work estimated to cost less than rupees one thousand after the whole of work shall been completed and certificate of completion given. But in the case of works estimate to cost more than rupees one thousand, the contractor shall on submitting a monthly bill there of be entitled to received payment proportinate to the part of the work than approved and passed of Engineer-in-charge. Whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payment be way of advance against the final payments only and not preclude the Engineer-in-charge from requiring any bad unsoured imperfect unskillful work to be removed or taken away and reconstructed or reerected nor shall any such payment be considered as an admission of the due performance of the contractor or any part there of in any respect of the accruing of any claim nor shall it concluded, determine or affect in any other way the powers of Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way very or affect the contractor. 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 certificate of the measurement and the total amount payable for the work shall be final and binding on all parties.


Payment of intermediate certificate to be regarded as advances.

Clause - 9 : The rates for several items of works estimated to cost more than Rs. 1000 agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specification. In cases whether items of the 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 consider reasonable in the preparation of final or on account bill.

Payment at reduced rates on account of items of work not accepted as completed to be at the direction of the Engineer-in-charge bill to be submitted monthly.

Clause - 10 : A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in previous month and the Engineer-in-charge shall take or case to be taken the requisit measurement for the purpose of having the same verified and the claim, so far as it is admissible shall adjusted if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the item fixed as aforesaid, the Engineer-in-charge


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may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorised agent whose concern signature to the measurement list shall be sufficient warrant and the Engineer-in-charge may prepare a bill form such list which shall be binding on the contractor in all respect.


Bill to be on printed form

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

Stores supplied by Corporation

Clause - 12 : If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the stores of the Dept. store if is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (Such material at stores and the prices to be charged therefore as here in after mentioned being so far as particable for the convenience of the contractor but not so as in any way to control the meaning on effect of this contract specified in the schedule or memorandum have to annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of the materials and stores supplied shall be set off or deducted from any sums then due or here after to become, due to the contractor under the contractor otherwise or from the security due to it or the proceeds of sale there of. If the security deposit is held in Government securities, the same or a sufficient portion there for shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-charge. Any such materials un used and in perfectly good condition at the time of completion or determination of contract shall be returned to the Department 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 or 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 wastage in or damage to and such materials.


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Clause - 12 A : All stores of controlled materials such as cement steel etc. supplied to the contractor by corporation should be kept by the contractor under lock and key and will be accessible for inspection by the Executive Engineer or his agent at all the time.

Clause - 13 : The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and 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 drawing and working drawings as well order free of cost, Fourth copies of the contract drawings and working drawing if required by him shall be supplied at the rate of Rs. 20 per set of contract drawing and Rs. 5 per working drawing except where otherwise specified.


Clause - 14 : The Engineer-in-charge shall have power to make any alteration or addition to the original specification, drawings, designs and instructions that may appear to him to necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract than such class of work shall carried out at the rates entered in the schedules of rates of division or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower, If the additional or altered work for which no rate is entered in the schedule of rates of the Division is ordered to be carried out before the rates are agreed upon the contractor shall, within seven days of the date of receipt by him of the order to carry out work, inform the Engineer-in-charge does not agree to this rate he shall by notice writing be at liability 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 have been determined as lastly herein before mentioned than in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate at aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge.

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

Alteration in specifications and designs not to invite date contracts.

Rates for work not entered in estimate of schedule of rate of the district.


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In the event of a disput, the decision of the City Engineer/Ex. Engr. will be final. Where however, the work is to be executed according to the designs drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be with in the scope of such design, drawings and specifications appended to the tender.

Extensions of time in consequence of addition or alterations.


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

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

Clause - 15 : (1) If at any time after the execution of the contract document the Engineer-in-charge shall for any reasons what soever (other than default on the part of the contractor for which the corporation is entitled to the recall 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 be suspended for any period or that the whole or part of the work should be carried out and all he shall give to the contractor a notice in writting of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part 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 indanger the safety there of provide that the decision of the Engineer as to see site 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 what ever by reason of or in persuance of any notice as aforesaid, or account of any suspension, stoppage or curtailment expect of the extent specified hereinafter.

(w) 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 writting to the Engineer within 30 days of the expiry of the said period of 90 days of such intention and required the Engineer to record the final measurement of the work already bond and to pay final bill upon giving such notice the contractor shall be damaged to have been discharged form his obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete


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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 to any further compensation under the remaining provisions of this clause.

(3) Where the Engineer required the contractor to suspend the work for a period in excess of 35 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 the account of his having and to pay the already or wages of labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to pay any claim in respect of any such working machinery, salary, or wages for the first 30 days whenever 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 11 in that behalf.

No claim to compensation on account of loss due to delay in supply of materials by corporation.

iii) Withdrawal by the contractor from the contractual obligation to complete the remaining unexecuted work under subclause (2) on account of continued suspension of work for a period exceeding 20 days.

ii) Curtailment in the quantity of items 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 20 days from the service of (i) the notice of stoppage of or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or

iv) Notice under clause 14 (1) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that


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the 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 corporation to take over on payment such material at the rates determined by the Engineer, provided however such rates shall in no case exceed the rate (at which the same was acquired so offered provided the quantity offered are not in the accepted tender and are of quality and specifications approved by the Engineer.

No claim to compensation on account of loss due to delay in supply of materials by Govt.

Clause 15 A :- The contractor shall not be entitled to claim any compensation from corporation for the loss suffered by him on account of delay by corporation in the supply of materials entered in schedule A where such delay is caused by (i) Difficulties relating to the supply of always waggons. (ii) Force majeure (iii) Act of god (iv) Act of enemies of the state or any other reasonable cause beyond the control of corporation.

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

Time limit for unforeseen Claims.

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

Action and compensation payable in case of bad work.

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 or 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 the contract or are otherwise not in accordance with the contract it shall be lawful to the Engineer-in-charge to intimate the fact in writing to the contractor and then notwithstanding the fact the work materials or articles complained of may have been inadvertently passed certified and paid for the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost.


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an in the event of his failing to do so within a period to be specified by the Engineer-in-charge may rectify or remove and recruit the work or remove and replace the materials or article complained of as the case may be at the risk and expense in all respects of the contractor should the Engineer-in-charge consider that any such interior work or materials as described above may be accepted such reduced rates as he may fix thereof.

Clause 18 :- All works under are in course of execution or executed in presence on the contract or shall at nil times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all time during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinate to visit the work shall have been given to the contractor either himself by present to receive orders and instruction or have a responsible agent duly credited in writing percent for that purpose. Others given to the contractor either himself be present to receive orders and instruction or have a responsible agent duly credited in within present for that purpose, others given to the contractors sulp authorised agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Works to be open in inspection


Clause 19 :- The contractor shall give not less than five days notice in writting to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise planing 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 of place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up replaced beyond the reach of measurement without such notice having been given or concent obtained the same shall be uncovered at the contractos expense work or for the meaterials with which the same was executed.


Contractor responsible agent to be present.

Notice to be given before work is covered up.

Clause 20 :- If during the period of month years from the date of completion a certified by the Engineer-in-charge purcant to clause 7 of the contractor or month year after commissioning the work, whichevent carter in the opinion of the Executive Engineer the said work is defactive in any manner whatsoever the contractor shall forthwith no receipt of notice in that behalf from the Executive Engineer duly commence execution and completely carry out at his cost in every respect at all the work that be necessary for.

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


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rectifying & setting right the date specified there in strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer in the event of the contractor falling neglecting to commence execution rectification work within the period prescribed notice and/or to complete the same as aforesaid notice the Executive Engineer get the out departmentally or by any other agency of the and at the cost of the contractor. The contractor demand pay to corporation. The amount of such cost, expense sustained or incurred by the Government certificate of the Executive Engineer shall be contractor such costs charge and expenses shall arrears of land revenue and in the event of neglecting to pay the same on demand as aforesaid any other right and remedies of the recovered from the contractor as arrears of land revenue. The Government entitled to deduct the same from any amount which payable by the corporation to contractor said work or any other work whatsoever or from said work or any other work whatsoever or from security deposit.


Contractor so supply, plant ladders scaffolding etc.

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

Clause 21 :- The contractor shall supply at his own cost all material (except such special materials, if any as may in accordance with the contract be supplied from the

stores) plant, tools, appliances implements ladders cordage lock's scaffolding and temporary works requisite for proper execution of the work, whether in the original altered or substituted from and whether included in the specification or other documents forming papers of the contractor or referred to in these conditions or not and which may be necessary for the purpose of satisfying or employing with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied which he is entitled to require together with the carriage there of to and from the work. The contractor shall also supply without charge the requisite number of persons with the mens and materials necessary for the purpose of setting out works and counting waighting and assisting in the measurement or examination at any time and from time to time of the work so the materials failing which the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceed of sale there of or of a sufficient portion there of. The contractor shall provide all necessary facility and lights required to protect the public from accident and shall also be bound to bear the expenses of defence of every suit, action or order legal proceeding that may be precautions and to


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pay and damages and cost which may be awarded in any such suit, action or proceeding to any such person or with the consent or the contractor be paid for compromising any claim or any such person.

Clause 21 A :- The contractor shall be provided suitable scaffolds and working platforms gangway and stairways and shall comply with the following regulation in contractor there with.

Work suitable scaffolds shall be provided for all works that cannot be safely done from a ladder or by other means.

- b) A scaffold shall not be contracted taken down of substantialy altered except.
 - i) Under the supervision of a competent and responsible person and
 - ii) As far as possible by completent works possessing adaguate expensence in this kind of work.
- c) All scaffold, and appliance connected there with and lddaers shall
 - i) be of sound material.
 - ii) be of adequate strength having regardto the loads and strains to which they will be subjected and
 - iii) be maintained in proper condition.
- d) Scaffolds shall be constructed that no part there of can be displaced in consequence of normal use.
- e) Scaffolds shall note be over loaded and so far as practi cable the load shall evenly distributed.
- f) Before installing gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffold.
- g) Scaffolds shall be periodically inspected by a competent person.
- h) Before allowing a scaffold to be used by the workmen the contractor shall where the scaffolds has been created by his workmen or not, stake tape to ensure that it complies fully with the regulations have in specified.
- i) Working platform, stairways shall
 - i) be so constructed that no part there of can equally or unequally.
 - ii) be so constructed and mentioned having regard to the prevalling conditions as to reduce as for as practicable risks of persons tripping or slipping and
 - iii) be kept free from any unnecessary obstruction.
- ii) In the case of working platform, gangway, working places and stair ways at a height exceeding (To be specified)
 - i) Very working platform ang every gangway shall be closely beared unless other adequate measures are taken to ensure safety.


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- ii) every working platform, gangway shall have adequate width and
- iii) every working platform, gangway working place and stairway shall be suitable fenced.
- k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the excess of person the transport or shifting of material be provided with suitable means to prevent the fall of persons or material.
- l) When persons are employed on a roof where there is a danger of falling from a height exceeding 10 metre suitable precautions shall be taken to prevent the fall of persons or material. (To be prescribed.)
- m) Suitable precaution shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- n) Safe means of across shall be provided to all working platforms and other working palces.
- o) The contractor (s) will have to make payments to the labours as per Minimum Wages Act.

Clause 21 B :- The contractor shall comply with the following regulation as regards the Housing appliances to be used by him.

- a) Hoisting machines and take, including their attachments arrange and supports shall.
 - i) be of good mechanical construction sound material and adequate strength and free from petent defect.
 - ii) be kept in good repair and in good working order and
- b) Evéry rope used in hoisting or lowering material or as a means of suspension shall be of suitable quantity and adequate strength and free patent defect.
- c) Hoisting machines and table shall be examined and adequately tested after execution on the site and before use and here examined position at intervals to be prescribed by the corporation.
- d) Every chain ring hook shackle swived 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 Eighteen years shall be in control of any hoisting machine, including any scaffolds which, or give signals to the operator.
- g) In the case of every hoisting machine and of every chain ring hook shackles swived and pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be as certified by adequate means.


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

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

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

k) Motor gear transmission, electric wiring and other dangerous part of hoisting appliance shall be provided with efficient safeguards.

l) Hoisting appliance shall be provided with such means as will reduce to a minimum the risk of the accidented discount of the load

m) Adequate precautions shall be taken to reduce in a minimum the risk of any part of as suspended load becoming accidental of the load.

Clause 22 :- The contractor shall not set fire to any standing jungle tress, brushwood or grass without a written permission from the City Engineer/ Ex. Engr.

Measures for prevention of fire.


When such permit is given, and also in all cases when distroying cut or due up treesi brush wood grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise demaging surrounding property.


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

Clause 23 :- Compensation for all damages done intentionally or unintentionally be contractors labour whether in or beyond the limits of property including any damages caused by the spreading of fire mentioned in clause 22 shall be esimated by the Engineer-in-charge or such other officer as he may appoint and estimates of Engineer-in-charge subject to the decision of the Administrator commissioner on appeal shall be final and the contractor shall be bound to pay the amount of the accessed compensation on demand falling which the same will be recovered from the contractor as damages in the tender prescribed in clause or deducted by the Engineer-in-charge from any sums that may be due or become due from to contractor under this contract of otherwise.

Liability of contractor for any damage done in or out side work area.

The contractor shall bear the expenses of detending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautins to prevent the spread of fire and the shall pay damages any cost that may be awarded by the court in consequence.


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Employment of male labour.

Clause 24 :- The employment of female labour on works in neighbour head of soldier barracks should be avoided as far as possible.

Work not to be sublet

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

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

Clause 26 :- Contract shall not be assigned or subject without the written approval of the Engineer-in-charge and if the contractor shall sign or subject his contract or accept so to do or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe gratuity gift loan, requisite reward or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of corporation in any way relating to his office or employment or if any such officer or person shall be come 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 corporation and the same consequences shall ensure as if the contract had been rescinded under clause 2 there of and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss. Charges in the construction of firm to be notified.

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

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


Works to be under direction of City Engineer/ Ex. Engr.

Clause 29 :- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the City Engineer/ Ex. Engr. of the Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to commence and from time to time carried on.

Decision of City Engineer / Ex. Engr. to be final.

Clause 30 :- Except where otherwise specified in the contract and subject to the powers delegated to him by corporation under the code rules then in force, the decision of the City Engineer / Ex. Engr. of the corporation for the time being shall be final. Conclusive and binding on all parties of the contract upon all questions relating to the meaning of the


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specifications design, drawing and instructions here in before mentioned as to any other quality workmanship or materials used on the work or as to any other question claim, right matter or thing what over in any way arising out of or relating to the contract designs drawings, specifications, estimates, instructions orders, or these conditions, or otherwise concerning the works of the on the execution of failure to execute the same. Whether arising during the progress of the work, of after the completion or abandonment thereof.

Store of European or American manufacture to be obtained from corporation.

Clasue 31 :- The contractor shall obtain from the corporation store all stores and articles of European or American manufacture which may be required there for or in connection there with unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and article elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in form A attached to the contract and if they are not entered in said schedule they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores foresaid.

Lum sums in estimates.

Clause 32 :- When the estimate on which a tender is made includes lump sums in respect of parts of the works the contractor shall be entiled to payment in respect of the items of work involved or the part of the work in quickaction at the same rates as are payable under this contract of for each items, 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 capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount estimate, and the certificate in writing on the Engineer-in-cahrge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.


Action where no specifications.


Clause 33 :- In the case of any class work for which there is no such specification as is mentioned in rule 1 such work shall be carried out in accordance with the Divisional specification, then such case the work shall be carried out in all respect in accordance with all intructions and requirements of the Engineer-in-charge.

Defination of work.

Clause 34 :- The expression work or work where used in these conditions shall unless there be cometing the subject or contract repugnant to such constructions, be constructed to main the work of works contracted to be executed under or in virtue of the contract, whether temporary or permanent and where original altered, substituted or additional.

Contractors percentage whether applied to not or gross amount of bill.


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Clause 35 :- The percentage referred to in the tender shall deducted from added to the gross amount of the bill before deducting the value of any stock is used.

Refund of quarry fees
any royalties.

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

Compensation under
working's compensation
Act.

Clause 36 :- The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act 1223 (A), 11 of 1223 hereinafter called the said Act for injuries caused to the workmen. If such compensation is payable paid by corporation as principal under sub-section (1) of section 12 of the said act on behalf of the contractor it shall be recoverable by corporation from the contractor under sub-section (2) of the said section such compensation shall be recovered in the manner down in Clause 1 above.

Clause 37 A :- The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a body injury as a result of an accident, if such expense are incurred by corporation the same shall recoverable from the contractor forth with and be deducted without prejudice to any other remedy of corporation from any amount due or that may become due to the contractor.

Clause - B The contractor shall provided all necessary personal safety equipment and first aid appears as available for the use of the persons employed on the site & shall maintain the same in condition suitable for immediate use at any shall comply with the following regulations in connection there with.

- 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 equipments by these concerned.
- b) When work is carried on in perximity to any place where there is a risk of drawing all necessary equipment shall be provided and kept ready for use and all necessary step shall be taken for the prompt rescue of any person in danger.
- c) Adequate previous shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Claim for quantities
entered in the tender or
estimates.

Clause 38 :- Quantities shown in the tender are approximate and no claim shall be notertined for quantities of work executed being there more or less than these entered in the tender or estimate.


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Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered are shall be permitted in respect of any of the items to long as subject to any special provision contained in the specifications prescribing a different percentage of permissible variation the quantity of the item does not exceed the tender quantity be more than 25 percent and so long as the value of the excess quantity beyond his limit at the rate of the item specified in the tender is not more than Rs. 5,000.

The contractor shall if order in writing by the Engineer so to do also carry out any quantities in excess of the limit mentioned in sub clause I hereof on the same conditions and in accordance with specifications in the tender and the rates (i) derived form the rates interred in the current schedule of rates and in the absence of such rates (ii) at the rate prevailing in the market the said rates being increased or decreased as the case may be by the percentage which the total tendered amount based to the estimated cost of the work as put to tender based upon the schedule of rates applicable to the year in which tenders were invited for the purpose of operation of this clause this cost shall be taken to be Rs.

in words

claim

arising out of reduction in the tendered quantity of any item beyond 25 percent will be covered by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the of the item specified in the tender is more than 5,000.

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

Employment
of famine labour etc.

Clause - 40 : No compensation should be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works on account of any delay in according sanction to estimates.

Claim for compensation for
delay in starting the work.

Clause - 41 : No compasation shall be allowed for any delay- ing the execution of the work on account of water, standing in borrow pits or compartments. The rates are inclusive for hard or craked soil, excavation in mud, sub oil water standing in borrowo pits and no claim for an extra rates shall be chirtoned unless otherwise espically specified.

Claim for compensation for
delay in execution of work.

Clause - 42 : The contractor shall not enter upon or commence any portion of work except with the written authority and in structions of the Engineer-in-charge or of his subordinate in charge of the work, failing such authority the contractor shall have so claim to ask for measurement of payment for work.

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

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 breaching of sting or thin rope. The breaching must be at last three inches wide and should be of tape Newar.

(iii) No animal suffering from stores, limenes or emaciator which is immature shall be employed on the work.

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

(v) The contractor shall pay fair and responsible wages to the workman employed by him the contract undertaken by him. In the event of any dispute arising between the contractor and his workman on the grounds that the wagers paid are not fair and responsible the dispute shall be referred without delay to the Executive Engineer who shall decided the same. The decision of the Executive Engineer shall be conclusive and binding on the contractor bussch decision shall not in any way effect the condition in the contract regarding the payment to be made by Govt. at the sanctioned tender rates.

(vi) Contractor shall provided drinking water facilities to the works similar amenities shall be provided to workers engaged on large work in urban areas.

Method of payment.

Clause - 44 : Payment to contractor shall be made by cheque drawn on any treasury within the division convenient to them provided the amount exceeds Rs. 10 will be paid each.

Acceptance of condition compulsory before tendering of work Employment of Security labour.

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

Clause - 46 : If Government declares a state of searcy or famine to exist in any village sinated 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 writting to be in need of relief and shall be bound to pay to such person wage. (not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in coñnection with the implementation be final and binding on the contractor.


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Clause - 47 : The price quoted by the contractors not in any case exceed the control price if any fixed by corporation or reasonable price which it is permissible for him to charge a private purchaser 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 of the price permissible under Hoarding and profiteering prevention ordinance the contractor will specifically mention this fact in his tender alongwith the reasons for quoting such higher price. The purchaser at his discretion will in such case exercise the right of revising the priced at any stage so as to confirm with the controlled price on the permissible under the Hoarding and profiteering prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be take against the contractor.

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

Clause - 50 : The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labours and shall give preference to those persons on rolled under Maharashtra Government employment and self Employment Department's Scheme.

Provided however that if the required number of unskilled labour from that district is not available. Locally, the contractor shall in the first instance employ such number of persons as is available and there after may with the previous permission in writing of the City Engineer/Ex. Engr. in charge of the said work obtain the rate of the requirement of unskilled labour from out side the above scheme.

Clause - 51 : Wages to be paid to the skilled and unskilled labours engaged by the contractor.

The contractor shall pay the labourers skilled according to the wages prescribed by the minimum wages Act. applicable to the area in which the work of the contractor is in progress.

Clause - 52 : All amounts whatsoever which the contractor is liable to pay to the Corporation in connection with the execution of the work including the amount payable in respect of (i) materials and or stores supplied / issued hereunder by the Corporation to the contractor (ii) hire charge in respect of heavy plant, Machinery and equipment given on hire, by the Govt. to the contractor for execution by him of the work and/or on which advance have been given by the Corporation to the contractor shall be deemed to be arrears of Land Revenue and the


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

Clause - 53 : The successful tender will be required to produce to the satisfaction of the specified concerned authority a valid and consequent licence issued in favour under the provisions of the contract labour (Regulation and Abolition Act 1970, before standing the work on failure to do so the acceptance of the tender should be liable to be withdrawn and also earnest money.

Clause 54 : ADDITIONAL CLAUSE

All the contract works shall be get insured by Contractor with National Insurance Co. & all the business pertaining to insurance shall be made through Govt. Insurance Fund or as per the Govt. Resolution.

क्र. / विमासं / १०९८ / प्र.क्र. / २८ / ९८ शासन हमी, मंत्रालय मुंबई
दिनांक १९/८/९८.

Additional Conditions

Notification and order by Hon. Commissioner Municipal Corporation Aurangabad vide order No.80 / 2001 dated 24/1/ 2001 in lieu of execution of works.

- 1) The tender should be submitted by the tenders, after site inspection and trial pit results.
- 2) Additional 5% security is to be remitted for quoting 15% or less than 15% rate. The work should be executed as per given specifications, if not the security deposit in the shape of bank guarantee will be forfeited. The liability period of the bank guarantee should in excess of 6 months after handing over of work by the contractor to AMC. The bank guarantee should be of scheduled bank or nationalised bank only.
- 3) Necessary agreement and guarantee bond as Pro Bond should be executed for carrying out the work as per given specification.

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