

MUDKHED MUNICIPAL COUNCIL

TQ. Mudkhed, DIST. NANDED

“B-1 TENDER”

e- TENDER NOTICE NO .1 FOR 2026-27

-

NAME OF WORK : MUDKHED NAMO GARDEN DEVELOPMENT UNDER
VAISHISHITAY PURN PROGRAM, TALUKA: MUDKHED
DISTRICT:NANDED.

COST PUT TO TENDER : Rs.79,17,085/- (WITHOUT 18% GST)

TENDER DOCUMENTS

CHIEF OFFICER
MUDKHED MUNICIPAL COUNCIL
TQ. MUDKHED, DIST. NANDED

SAVE WATER EVERY DROP COUNTS

PRESS TENDER NOTICE



मुदखेड नगर परिषद
ता.मुदखेड , जि .नांदेड

ई-निविदा सूचना क्र. १ सन २०२६-२७ (पहिली वेळ)

मुदखेड नगर परिषद अंतर्गत "वैशिष्ट्यपूर्ण योजने अंतर्गत नमो गार्डन" या कामाची निविदा मुदखेड नगरपरिषद , मुदखेड यांचेकडून मागविण्यात येत असून कामाची अंदाजित किंमत **रु. ७९,१७,०८५ /-**(एकोणआंशी लक्ष सतरा हजार पंच्यांशी रुपये) आहे. सदर निविदेचा सविस्तर तपशील दि. 06/05/2026 पासून www.mahatenders.gov.in या वेब पोर्टलवर उपलब्ध करून देण्यात येत आहे. नोंदणीकृत कंत्राटदार यांना सदरील निविदा पाहता व डाउनलोड करता येईल.

दिनांक - 06/05/2026

(मुख्याधिकारी)
मुदखेड नगर परिषद
मुदखेड

**MUDKHED MUNICIPAL COUNCIL
TAL.MUDKHED , DIST.NANDED**

E-Tender Notice No.1 for 2026-27 (1st Call)

Mudkhed municipal council invites e_tender notice for the work of Mudkhed "NAMO Garden development under Vaishshitay Purn Yojana" Tal. Mudkhed, Dist. Nanded in the state of Maharashtra valued at **Rs. 79,17,085/- (Rupees Seventy-Nine Lakhs Seventeen Thousand Eighty-Five Only)** The e-tender details are available on www.mahatenders.gov.in from dated 06/05/2026.

All relevant dates will be as per the tender published in web portal www.mahatenders.gov.in & can be downloaded from the above webportal.

Date:- 06/05/2026

Chief Officer,
Mudkhed Municipal Council
Mudkhed

MUDKHED MUNICIPAL COUNCIL
TAL.MUDKHED, DIST.NANDED

**NAME OF WORK: MUDKHED NAMO GARDEN DEVELOPMENT UNDER VAISHISHITAY PURN
PROGRAM, TALUKA: MUDKHED DISTRICT: NANDED**

TENDER NOTICE NO. 1 FOR 2026-2027 (1st call)

INDEX

Sr. No.	Description	Page No		
		From		To
1.	Press Tender Notice			
2.	Detailed Tender Notice			
3.	Instructions to Tenderer			
4.	General Conditions of Contract			
5.	Description of Works and Location			
6.	Additional Conditions of Contract SPECIAL CONDITIONS OF CONTRACT			
7.	Form B-1			
8.	Schedule -A			
9.	Schedule B			
10.	Detailed Specifications			
11.	Undertaking			
12.	Declaration			

Contractor

No. of correction

Chief Officer

DETAILED TENDER NOTICE

Mudkhed Municipal Council
Tal.Mudkhed, Dist.Nanded
DETAILED TENDER NOTICE NO.1 OF 2026-27

Online percentage rate basis Tender in B-1 Form in two envelopes system are invited for the following works from the contractors registered with MJP in class 1 & above (civil) or registered in CIDCO/MIDC OR ANY GOVERNMENT DEPARTMENT IN INDIA in equivalent class of MJP, by the Chief Office Mudkhed Municipal Council Tal.Mudkhed, Dist.Nanded on the Government of Maharashtra

e-Tendering Portal: [http://. mahatenders.gov.in](http://.mahatenders.gov.in)

Note : In order to participate in e-tendering process, it is mandatory for new contractors (first time users of this website) to complete the Online Registration Process for the e-Tendering website. For guidelines, kindly refer to Bidders Manual Kit documents provided on the website

NAME OF WORK:- MUDKHED NAMO GARDEN DEVELOPMENT UNDER VAISHISHITAY PURN PROGRAM, TALUKA: MUDKHED DISTRICT:NANDED

a) ESTIMATED TENDER COST : Rs. 79,17,085 /-

**b) EARNEST MONEY DEPOSIT: Rs. 39,585/-
(0.5% of the cost put to tender)**

**c) DOWNLOADING COST OF TENDER DOCUMENTS Fee:-
Rs.5,000/- (Including GST)
(Non-refundable).**

d) CLASS OF CONTRACTOR : Class-I & above (Civil)

1. EARNEST MONEY DEPOSIT/TENDER FEES :

Tender fee and EMD shall be paid by

1. SBI Net Banking or

Contractor

No. of correction

Chief Officer

2. Other Bank Internet Bank MOPS.

For any assistance, please contact help desk. Details are available online.

The online payment procedure can be seen on

<https://mahatenders.gov.in> → Announcement → online payment procedure.

Online payment requires 48 hours in Bank working days for clearance and hence, payment should have been made accordingly.

The EMD will be retained in the pooling account and will be refunded to the unqualified / unsuccessful bidders after award of tender to the successful lowest bidder. The EMD of successful bidder will be ultimately refunded or will be adjusted against the security deposit after selection of the successful bidder at the time of execution of the contract. In case, the Chief Officer decided to forfeit / adjust the EMD amount of the bidder, the EMD amount in such cases shall be credited to the bank account of the Council. The mandate for EMD refunds / forfeit / adjustment against security deposit shall trigger from e- tender application of NIC portal.”

NOTE - The bidder should make the payment well in advance so as to ensure that the payment reaches to Bank 4 (four) days before date and time for submission of tender.

2. SECURITY DEPOSIT

- 4% of the Estimated cost or Accepted Tender cost whichever is higher

- Initial Security Deposit.

2% of estimated cost or accepted tender cost whichever is higher in the form of Fixed Receipt OR Bank Guarantee from Nationalized / Scheduled Bank in the name of **Chief Officer, Mudkhed Municipal Council, Tq. Mudkhed Dist. Nanded** for initial minimum period of 18 months (time limit) and shall be extended suitably if the work is not completed within the time limit.

- **Deductions through R.A. Bills.**

Balance 2% amount will be recovered through each running bill at 5% of the gross amount of R.A. Bill to the extent that total required security deposit is to be recovered.

2.1 Additional Security Deposit. (Performance security)

- If the tenderer has quoted the offer below than the estimated rates put to the tender, the tenderer shall have to submit Additional Security Deposit(ASD) (Performance security) in the form of bank guarantee of any nationalise or scheduled Bank in favour of the “The Chief Officer, Mudkhed Municipal Council, Tal.Mudkhed, Dist.Nanded .”
- The tenderer shall submit the Bank Guarantee of Additional Security Deposit (ASD) within 8 days from opening of Financial Bid to the office of “The Chief Officer, Mudkhed Municipal Council, Tal. Mudkhed Dist.Nanded.”
- If the first lowest (L-1) tenderer failed to submit the Additional Performance Security Deposit within eight days then his tender shall be liable for rejection and his EMD will be forfeited. In such case, if the second lowest (L-2) tenderer agree to execute the work at less than the rates of first lowest tenderer, then his tender will be accepted. The 2nd lowest tenderer will have to submit the Additional Performance Security Deposit in form of Bank Guarantee / Demand Draft.
- The amount of the (ASD) Bank Guarantee shall be calculated by the tenderer in accordance with this following manner.
- If the tenderer has quoted below the estimated rates, the ASD (Performance security) shall be paid additionally as mentioned below.

Rate quoted to Estimated Rate	Additional Security Deposite (Performance security)
Below 0 % to below 1 %	1) NIL
Lower than below 1% to below 10%	2) 1 % of estimated cost put to tender

Lower than below 10% to below 15%.	3) $1\% + (\% \text{ rate quoted} - 10\%)$ For example: If 15% below is quoted the amount of performance security (Additional Security Deposit) shall be $1 + (15 - 10) = 6\%$ Performance Security of estimated cost put to tender. If the amount is less than Rs. 1000/-, then minimum to be Rs. 1000/-
Lower than 15 % below	4) $\% \text{ as per Sr. No. 3} + (\% \text{ rate quoted} - 15\%) \times 2$ For example: If 19% below is quoted the amount of performance security (Additional Security Deposit) shall be $6 + (19 - 15) \times 2 = 6\% + 8\% = 14\%$ Performance Security of estimated cost put to tender. If the amount is less than Rs. 1000/-, then minimum to be Rs. 1000/-.

- The bank Guarantee shall be valid up to defect liability period of the tender. It should bear MICR and IFC code.
- In case it is found that documents / Bank Guarantees submitted by the tenderer are false or misleading his earnest money shall be suspended for the period of 1 year. Additionally legal action may be initiated against the tenderer.
- The work order shall be given to the concerned tenderer after the clearance of the Bank Guarantee submitted by him.

REFUND OF PERFORMANCE SECURITY

- The amount of the performance security in the form of Bank Guarantee shall be released after completion of defect liability period of the tender.
- Non submission of additional security deposit in the form of Bank Guarantee shall be liable to summarily rejection of his tender.

The initial Security Deposit and additional security deposit may be in the form of Fixed deposit receipt OR Bank Guarantee by a Nationalized/Scheduled Bank in the name of **“Chief Officer, Mudkhed Municipal Council Tal. Mudkhed, Dist. Nanded”** and shall be for a minimum period of 18 months (time limit) and shall be extended suitably if the work is not completed within the time limit. The tenderer shall have to furnish this security deposit with initial security deposit.

3. STAMP DUTY

The contractor shall bear the revenue stamp duty on total security deposit of the agreement and/or Additional Security Deposit (payable as per tender condition), as per the Indian Stamp Duty (1985) (latest revision) provision applicable during contract period.

4. TIME OF COMPLETION

18 (Eighteen months) calendar months, including Monsoon. This will be counted from the date of issue of the work order.

5. DETAILED TENDER SCHEDULE

Sr. No.	Activities	Date & Time
1	Tender publishing date	08/05/2026
2	Documents download start date	08/05/2026 12 Noon
3	Documents download end date	15/05/2026 at 17 noon
4	Pre-bid meeting date	-
5	Bid submission start date	08/05/2026 at 12 noon
6	Bid submission closing date	15/05/2026 at 17 pm
7	Bid opening date (Technical Bid)	18/05/2026 at 11 mornings
8	Bid opening date (Commercial Bid)	19/05/2026 at 11 mornings

6. PRE QUALIFICATION CRITERIA

- The firm / contractor should register with MJP/MIDC/CIDCO OR ANY GOVERNMENT DEPARTMENT IN INDIA in class "I" & above (Civil)(equivalent class of MJP). The validity of registration should be at least upto the last date for submission of tender, then only pre-qualification will be considered. It is necessary to renew the registration before issue of work order. Bidder need to submit online copy of registration.

Special Pre Qualification conditions as per C.V.C. Guidelines.

Particular Construction Experience and Key Production Rates

Contractor shall appoint the experienced landscape architecture and contractor shall submit the design & drawings as per the land available & as per instructions of engineer incharge/ project consultant for said work & contractor has to take approval from chief officer.

Contractor shall enclose the curriculum vitae (CV) of landscape architecture along with technical bid.

A) Average annual financial turnover during the last 3 years, ending 31st march of the previous financial year should be atleast 30 % of the estimated cost.

B) The applicant should have experience:

1. successfully completed similar works during last **five** years ending last day of month previous to the one in which applications are invited should be either of the following: -

1.1 Three similar completed works costing not less than the amount equal to 40 (forty) percent of the estimated cost.

or

1.2 Two similar completed works costing not less than the amount equal to 50 (fifty) percent of the estimated cost.

or

1.3 One similar completed work costing not less than the amount equal to 80 (eighty) percent of the estimated cost.

2. "Similar work" should be as mentioned in following point no 3. (as per scope of work for tender called i.e. lake rejuvenation & development work)

3. The similarity of work shall be pre-defined based on following scope of work, "Mudkhed Namo Garden Development which includes water body, landscaping, fencing around garden, walking track, gym equipment, entrance gate, seat out...etc". The physical size, complexity, methods/ technology and/ or other characteristics described, and scope of works. Substantial completion shall be based on 80 % (eighty percent) (value wise) or more works completed under the contract (Note: Substantial completion should not be defined in terms of percentage completion, rather it should be based on functional consideration. For contracts under which the applicant participated as a joint venture member or sub-contractor, only the applicant's share, by value, shall be considered to meet this requirement. For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of Bid opening. Certificate for 'successful completion' of project/work/asset should contain two parts. Part -I shall contain 'financial value of work done' and Certificate for 'successful completion' of project/work/asset

should contain two parts. Part -I shall contain 'financial value of work done' and part-II

shall contain 'certificate of functional completion of project/work/asset'.

- The agency shall have experience successful completion and commissioning of the **Similar works** listed below with any Govt/Semi Govt./corporation or equivalent organization. The experience of each work should be under single agreement.

(Note: Prequalification criteria based on the work/size/capacity included in the tender should only be included in the tender. MJP Circular No. 181 dated 29 April 2016 be referred for details. This note should not appear in the tender)

- C) The bidder shall submit online, required experience certificate. The certificate of experience shall have to be issued by the officer not below the rank of Chief Officer and counter signed by the City/Hydraulic/Superintending Engineer or equivalent officer or head of Govt/Semi Govt./, Corporation or councils. Except Automation work, the certificate issued by Private Individuals/ Private Organization will not be considered.
- D) In case LT installation the certificate of experience shall have to be issued by the officer not below the rank of Chief Officer or equivalent officer or Head of Govt/Semi Govt./, Corporation or councils.
- E) For the work of Automation experience certificate issued by private organization can be considered if supported by company registration certificate, TAN, VAT, PAN and contact details.
- F) The firm shall have valid VAT registration No or TIN No.
- G) The firm shall have valid PAN No.

Contractor

No. of correction

Chief Officer

All the documents pertaining to pre-qualification criteria shall be submitted separately online in Envelop No.1 (Technical Bid)

BID CAPACITY (For the tender costing above Rs.5 cr)

The bidder shall have a bid capacity more than the value of this bid. Bidding capacity of contractor for completion of work will be decided by following formula.

Available bid capacity = $(1.5 \times N \times A) - B$, where

A = Maximum value of engineering (Civil/ Electrical/ Mechanical as relevant to work being procured) works executed in any one year during the last five years (updated at the current price level), taking into account the completed as well as works in progress.

M = Multiplier Factor i.e 1.50

N = Number of years prescribed for completion of the work in question.

B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years

ठेकेदाराने Self declaration सादर करणे आवश्यक राहिल. (Annexure XV)

Bid capacity calculation ठेकेदार सादर करताना

- 1) प्रगती पथावरील तसेच ठेकेदाराने न्यूनतम देकार भरलेल्या निविदा व निविदा स्वीकृत झालेल्या तथापि कार्यदेश देणे बाकी निविदा इ.कामाची माहिती दर्शविणारा Annexure-A मजिहा सर्व विवरणपत्रामध्ये किमान कार्यकारी अभियंता पेक्ष्या कमी नसलेल्या पदावरील अधिकाऱ्याची स्वाक्षरी असणे आवश्यक आहे किंवा सनदी लेखापालांमार्फत प्रमाणित करणे आवश्यक आहे. या सर्व विवरणपत्रामध्ये ठेकेदाराची स्वाक्षरी अनिवार्य राहिल तसेच नगरपालिका इ.स्थानिक स्वराज्य संस्थांच्या कामाच्या बाबतीत संस्थेतील प्रशासकीय प्रमुखांची स्वाक्षरी असणे आवश्यक आहे किंवा सनदी लेखापालांमार्फत प्रमाणित करणे आवश्यक आहे. या सर्व विवरण पत्रामध्ये ठेकेदाराची स्वाक्षरी अनिवार्य राहिल.
- 2) वर्ष निहाय Turnover त्याच प्रमाणे Bid Capacity Calculations चार्टर्ड अकाउंटंट कडून तपासून घेऊन CA आणि ठेकेदारांच्या स्वाक्षरीसह ठेकेदारांच्या लेटर हेड वर असणे आवश्यक आहे.
- 3) Bid कॅप्सिटी Calculation सोबत ठेकेदाराने द्यावयाच्या प्रगतिपथावरील कामे व त्याप्रमाणे न्यूनतम देकार भरण्यात येऊन Letter of Indent प्राप्त झालेल्या कामांची बाबतीतील विवरण पत्राचा नमुना Annexure -XIV नुसार संलग्न केला आहे.

4) ठेकेदाराने त्यांच्याकडील प्रगतीपथावरील कामे व त्याच प्रमाणे न्यूनतम देकार भरण्यात आलेल्या निविदांच्या बाबतीत Letter of Intent मिळालेल्या कामाचा समावेश करावा. मात्र, निविदा प्रक्रियेत भाग घेऊन, केवळ न्यूनतम देकार भरलेल्या कामाचा समावेश करू नये.

5. Contractor should submit Bid Capacity calculations with works in hand also lowest Bid and letter of intent in Annexure-XIV
6. Contractor should submit Statement of work in hand or incomplete work duly signed by not less than Chief Officer, in case of municipal council or municipal corporation statement should be signed by Chief Officer Hydraulic Engineer respectively.
7. Contractor should submit year wise turnover and Bid capacity calculation on his/her letterhead duly signed by Chartered accountant.
8. With Bid capacity calculation contractor should submit affidavit as per (Annexure-XIV).

9. Contractor should submit list of works in hand and list of tenders with lowest also letter of for which he is L1 (lowest 1) and also submit list of tenders for which letter of Indent or letter of acceptance issue to him.
10. Networth = PRE-QUALIFICATIONS CRITERIA (FINANTIAL)
 1. The networth is applicable to tenders costing more than 25 crores.
 2. The networth calculations should be certified by chartered accountants.
 3. The Bidder should have networth 8% of tender cost of continues 3 years from the finantial year. In which he desires to take work.

7 COLLABORATION & JOINT VENTURE

- **Collaboration :-**

The contractor who is willing to participate in tender process, and if he is not having experience of particular sub-work, then he is allowed to have collaboration with other agency or contractor registered with Maharashtra Jeevan Pradhikaran or any government department in India or any contractor (in case of automation) in appropriate class and having experience of the particular sub-work as specified in pre-qualification criteria. Contractor with whom above collaboration is done shall be responsible for successful completion of the works. However, it will be the responsibility of the principal contractor to get the work done.

- In no case value of work to be done by collaborator, with whom collaboration is made, should exceed the value of work to be done by the Principal Contractor.
- The collaborating firm shall have collaboration with only one principal contractor.
- The principal Contractor shall be ultimately responsible for completion of entire work.
- Moreover, with whom collaboration is made will only be binding to carry out the work to the effect of principal contractor & should submit an agreement on Rs. 500/- stamp paper as per prescribed form (Annexure B) duly Notarized at the time of pre-qualification of bidder

- **Joint Venture: - Not allowed**

8. COST OF BLANK TENDER FORM

- Rs.5000/- per set (including GST).
- Blank Tender documents will not be sold by this office. Interested contractors have to download tender documents from the website.
- Cost of blank tender form shall not be accepted in the form of cash or cheque. The cost of the tender documents will not be refunded under any circumstances.

9. ISSUE OF BLANK TENDER FORM

The blank tender forms will have to be downloaded, from the website <http://mahatenders.gov.in> as per online schedule.

10. PRE-TENDER CONFERENCE

Pre-Tender conference is open to all prospective tenderers and will be held on **....../...../2026 at ----- hours** in the office of the Chief Officer Mudkhed - Municipal Council, Tal.Mudkhed Dist.Nanded, wherein the prospective tenderers will have opportunity to obtain clarifications regarding the work and the tender conditions.

The prospective tenderers are free to ask for any additional information or clarification either in writing or orally and the reply to the same will be given in writing and this clarification referred to as common set of conditions, shall also be common and applicable to all tenderers. The minutes of this meeting along with the letters of tenderers will form the part and parcel of the tender documents. Bidder need to submit online signed copy of pre bid minutes in a technical bid.

11. VALIDITY OF THE OFFER

120 days from the date opening of tender.

12. LAST DATE & TIME OF ONLINE SUBMISSION OF TENDER FORM

/ /2026 up to 17:00 Hrs.

13. DATE & TIME OF ONLINE OPENING OF TENDER

...../...../2026 at 12:00 in the office of the Chief Officer, Mudkhed Municipal Council, Tal. Mudkhed, Dist. Nanded

14. SUBMISSION OF TENDER

Bids must be accompanied with:

- a) Copy of online payment receipt of Tender documents.
- b) Copy of online payment receipt of EMD
- c) Scanned copy of all documents, certificates specified in Pre-qualification Criteria in Point No.6.
- d) Scanned copy of duly signed declaration of contractor in prescribed format filled in agency's letter head attached with the tender.
(Annexure-A)
- e) Scanned copy of minutes of Pre-bid meeting duly signed by Contractor.
- f) Scanned copy of Joint Venture/Collaboration in prescribed format.
- g) **EPFO/ESIC Registration Certificate as per related Act.**

Bid shall be treated as invalid if scanned copies as mentioned above are not submitted online along with the bid.

The guidelines, "to download the tender document and online submission of bids procedure of tender opening" can be downloaded from website "<http://mahatenders.gov.in>".

14.1 The two envelopes No. 1 & 2 shall be digitally sealed and signed and submitted online as per the online tender schedule.

14.2 The date and time for online submission of envelopes shall strictly apply in

all cases. The tenderers should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. Offers not submitted online will not be entertained.

- 14.3 If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible and any grievance regarding that shall not be entertained.

15. OPENING OF TENDER

The tenders will be opened on the date specified in the tender notice or on the date intimated to prospective bidders, in the presence of the intending bidders or their authorized representative to whom they may choose to remain present along with the copy of the original documents submitted for Pre-Qualification. Following procedure will be adopted for opening of the tender.

Envelope No. I (Technical Bid)

First of all, Envelope No. 1 of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements. Scanned copies of following documents shall be in Envelope No. 1.

- a) Copy of online payment receipt of Tender documents.
- b) Copy of online payment receipt of EMD
- c) Scanned copy of all documents, certificates specified in Pre-qualification Criteria in Point No.6.
- d) Scanned copy of duly signed declaration of contractor in prescribed format filled in agency's letter head attached with the tender. **(Annexure-A)**
- e) Scanned copy of minutes of Pre-bid meeting duly signed by Contractor.
- f) Scanned copy of Joint Venture/Collaboration in prescribed format.
- g) **EPFO/ESIC Registration Certificate as per related Act.**

If the various documents contained in this Envelope do not meet the requirements as stated above, a note will be recorded accordingly by the tender opening authority and the envelope No. II of such tenderers will not be considered for further action and the same will be rejected. Also, tender will be liable for rejection if bidder mention his commercial offer anywhere in envelop No.1

Envelope No. II (Commercial Bid)

This envelope shall be opened online through e-Tendering procedure after opening of envelope No. 1 only, if the contents of Envelope No. 1 are found to be acceptable to the Council. The tendered rate shall then be read out by the tender opening authority.

16. RIGHT RESERVED

- a) Right to reject any or all tenders without assigning any reason thereof is reserved by the competent authority, whose decision will be final and legally binding on all the tenderer.
- b) Tender with stipulations for settlement of a dispute by reference to Arbitration will not be entertained.

Sd/-

Chief Officer
Mudkhed Municipal Council
Tal.Mudkhed, Dist.Nanded

GENERAL CONDITIONS OF CONTRACT

MUDKHED MUNICIPAL COUNCIL

**NAME OF WORK: MUDKHED NAMO GARDEN DEVELOPMENT UNDER VAISHISHITAY
PURN PROGRAM, TALUKA: MUDKHED DISTRICT: NANDED**

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

- a) "UDD" means Urban development department
- b) "AMRUT" means Atal mission for rejuvenation and urban transformation
- c) "The Contract" means the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties, includes all attachments and appendices there to and all documents incorporated by references therein. Contract is the deed of contract together with all its original accompaniments and those later incorporated in it by internal consent.
- d) "The Contract Price" means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations.
- e) "The Goods" means all of the equipment's, machinery and/or other materials which the contractor is required to supply to the owner under the contract.
- f) "Services" means services ancillary to the contract such as transportation and insurance and any other incidental services, such as Provision of Technical Assistance, Trial Runs, Commissioning, Training to staff and other such obligations of the contractor covered under the contract.
- g) "The Owner" means, the Commissioner/Chief Officer Mudkhed Municipal Council, the person for the time being holding that Office and also his successors and shall include any Engineer authorized by him.
- h) The "Contractor" means successful tenderer, that is the tenderer, who's tender has been accepted and who has been authorized to proceed with the work.
- i) "The Pradhikaran" shall mean the Maharashtra Jeevan Pradhikaran, a Pradhikaran constituted under the Pradhikaran Ordinance

issued on 10.03.1997.

- j) "M.C" means Municipal Corporation/Council
 - k) "M. J. P." means, Maharashtra Jeevan Pradhikaran.
 - l) "The Chief Engineer M.J.P. " shall mean Chief Engineer M.J.P., the person, for the time being holding that Office and also his successors and shall include any Engineer authorized by him.
 - m) "The Superintending Engineer, Maharashtra Jeevan Pradhikaran -----
----- Circle, -----" means the Engineer, so designated by the Pradhikaran or any other Engineer who is for the time being entrusted with his functions, duties and powers and so notified.
 - n) "Tender" means the proposal of the contractor submitted in prescribed form setting-forth the prices for the goods to be supplied and other related services to be rendered and setting forth his acceptance of the terms and obligations of the conditions of contract and specifications.
 - o) "Contract Time" means period specified in the document for the entire execution of contracted works and other services to be rendered commencing from the date of notification of award including monsoon period.
 - p) "Month" means calendar month.
 - q) "Site" means location at which the contractor will have to execute the contracted work.
 - r) "The Engineer or Engineer-in-charge" shall mean the City Engineer /Hydraulic Engineer / water supply Engineer authorized by the Municipal Corporation/Council.
 - s) PMC means Project Management consultant appointed by the Municipal Corporation/Municipal Council.
2. The contractor shall erect temporary sheds for storage for material supplied by Corporation/Council and brought by him on site. Also, at each construction site contractor shall have separate storage space for cement and other material.
 3. All the water retaining structures shall be designed in M25 and constructed in M30.
 4. Contractor shall take trial pits and trial bores at site at his own cost to ascertain the bearing capacity of the strata and accordingly submit the designs.
 5. Contractor shall submit designs and drawings for all structures such as Balancing Tank, Intake well, Jack well, Pump House, Water Treatment Plant. (Hydraulic and structural), Sump, ESR, GSR, Thrust blocks/anchor blocks, RCC structures,

Pumping machinery and its layout, all allied electrical and mechanical equipment's as directed by Engineer in charge/Chief officer. These designs and drawings shall be got checked from Government Engineering College or IIT at contractors own cost.

6. The contractor shall maintain the record of these materials in the prescribed proforma and registers as directed by the Engineer in charge/Chief officer. The sample of prescribed proforma is attached herewith. These registers shall be signed by both contractors and representative of Engineer-in-Charge. These registers shall be made available for inspection, verification for the department as and when required. These registers shall be in the custody of department and shall be maintained by the department.
7. Contractor shall take photographs and videos of all sub-works during construction and submit two copies in hard and soft along with final bill.
8. Contractor shall prepare record drawings of all sub-works as per execution in details by using Auto Cad programme; as directed by Chief Officer/Engineer in charge/Chief officer. He should submit 3 Nos. C.D. (R.W) along with three hard copies during the submission of final bill. Final bill will not be passed unless and until this is submitted. No extra payment will be made for submission of CDs.
9. Contractor shall maintain register for dewatering having details such as BHP of pumps, start and stop of dewatering pumps, Fuel consumed etc.
10. The material i.e. cements, steel, sand, metal, bricks, alum pipes valve etc. brought on the work site shall be accompanied with the necessary company/manufacturing firm's test certificate. In addition, these materials shall be tested as per frequency prescribed by the department and the cost of such testing shall be borne by the contractor. If the test results are satisfactory, then and then only the material shall be allowed to be used on the work. If the test results are not as per standards, these materials shall be immediately removed from the work site at contractor's cost. In case of cement, if so, requested by the contractor in writing, material will be allowed to be used before receipt of test results but this will be entirely at the risk and cost of the contractor.
11. All the formwork used for construction shall be of steel or with lining of steel. Wooden shutters may be allowed at the discretion of the Chief Officer/Engineer in charge/Chief officer for minor works.

12. Contractor shall have Cube Testing machine on site. Test cubes shall be tested in front of Engineer in charge/Chief officer or his representative and a register for it shall also be maintained.
13. RCC designer appointed by the Contractor shall visit and inspect the work at various stages of construction and comply with the query of the department without any extra cost.
14. **SCOPE AND MEANING OF CONTRACT:**

The term contract hereinafter used means and includes the notice for invitation of tender, schedule "A" i.e. schedules for departmental supply of materials, schedule "B" i.e. schedule of items to be executed under this contract, general conditions, schedule of obligatory requirements, general and detailed specifications all appendices drawing and any other documents attached to the blank tender form issued to the contractor firm. These are subject to any alterations and modifications carried out and agreed to before the contract is finally decided and accepted by the Chief Officer. Mudkhed Municipal Council. The term contract and firms mean the agency entering into contract with the Chief Officer, Mudkhed Municipal Council.

The MC, a Government undertaking /urban local body of Government of Maharashtra, has proposed to execute the following work under sanctioned scheme "MUDKHED NAMO GARDEN DEVELOPMENT UNDER VAISHISHITAY PURN PROGRAM, TALUKA: MUDKHED DISTRICT:NANDED"

This tender includes-

Mudkhed Namo Garden Development which includes water body, landscaping, fencing around garden, walking track, gym equipment, entrance gate, seat out...etc

15. IMPORT LICENSE AND FOREIGN EXCHANGE:

In respect of the work on contractors own design, the contractor shall quote for the indigenous equipment only. Foreign exchange and import license required by the contractor if any shall have to be arranged by the contractor independently. Department shall not take any responsibility in this regard. Delay in getting any materials shall not be entertained for extension of time limit of the contract.

16. ACQUITTANCE WITH WORKS AND SITE CONDITIONS:

The contractor shall be deemed to have carefully examined the scope of work, location and alignment of various components under this tender, site conditions, the general conditions, the specifications, drawing availability of material required etc. and has fully acquainted himself regarding all aspects of works, if he shall have any doubt as to the meaning of any portion of the tender papers. He shall set forth the particulars of the tender to the notice of Chief Officer, before submission of tender and get the doubts cleared. Once the tender is submitted duly filled, he shall be supposed to have accepted the conditions and specifications full and interpretation of the conditions be entirely at the discretion of the competent authority of the department.

17. OBSTRUCTIONS IN THE WORK:

All obstructions such as electric cables, telephone line, water and sewer mains, manholes, natural drainage, culverts, storm water drains etc. coming in the way shall be carefully looked after against any damages which otherwise will have to be made good by the contractor at his own cost. Any work of removing, repairing or remaking etc will be carried out by the contractor without any extra claims for the same in contractor with the respective departments.

**18. LAND FOR THE USE BY THE CONTRACTOR FOR STORING MATERIALS ETC.
:**

As far as possible the contractor shall be allowed to use the Municipal Land without any charge, in possession of concern MJP/MC for stacking his materials, stores, erection of temporary structures, sheds etc with prior written permission of Chief Officer. The location of the temporary structures to be erected shall be got approved from the Chief Officer and all the products obtained after cutting the same shall be stacked at suitable place as directed by Engineer in charge. All concern MC land occupied by the contractor for temporary use shall be handed over back in good conditions to the entire satisfactions of the concern MC. as and when demanded by him. Any damage or alterations made in the area shall be made good by the contractor. If the departmental land is not available the contractor has to make his own arrangements of land on hire or otherwise at his own cost.

19. LABOUR CAMPS :

The contractor shall at his own expenses make all necessary provisions for land,

Contractor

No. of correction

Chief Officer

housing grains, water supply and sanitary arrangements etc for employees and shall pay direct to the authorized concerned all rents, taxes and other charges. The contractor shall also comply with all requirements of health department in regard to maintenance of anti-epidemic conditions.

20. WORK THROUGH OTHER AGENCY IN THE SAME AREA :

The Chief Officer shall have the right to execute the works, not included in this contract, but within the premises occupied by the contractor for the purpose of this contract, through any other agency.

21. SPECIFICATIONS

The wording of items in Schedule 'B' shall be taken as guidelines for general provisions and coverage under the item. The detailed specifications for relevant items shall be as per detailed specifications enclosed and as per P.W.D. Hand Book, Standard Specifications, Relevant and latest editions of IS.Code. The other standard, wherever quoted, shall be applicable. If the standard specifications fall short for the items quoted in the Schedule of this contract, reference shall be made to the latest Indian Standard Specifications, IRC codes. If any of the items of the contract do not fall in reference quoted above, the decision and specification as directed by the Chief Officer/Engineer in charge/Chief officer shall be final.

It is presumed that the Contractor has gone carefully through the standard specification (Vol. I & II, 1981 edition) and the Schedule of rate of the Division, and has also studied site conditions before arriving at rates quoted by him. The special provisions and detailed specification of wording of any item shall gain precedence over the corresponding contrary provisions (if any) in the standard specification given without reproduction the details in contract. Decision of Chief Officer/Engineer in charge/Chief officer shall be final in case of interpretation of specifications.

22. WATER AND ELECTRICITY

The contractor shall make his own arrangements at his own cost for water required for construction and hydraulic testing as well as for labour camp. The Mudkhed Municipal council does not take any responsibility for supply of water to contractor for construction or testing purposes during the entire work. If water is supplied by Council, Contractor shall take connection at his cost and provide water meter on it. Water charges shall be paid by contractor as per prevailing water rates to Council regularly every month. Power supply from MSEDCL if required for construction of work as well as for

labour camp will have to be arranged by the contractor at his cost. MC does not take guarantee for continuous power supply at site.

23. LINE OUT

The contractor shall himself carry out the line out of works in the presence of the representative of the Council and the contractor shall be responsible for accuracy of it. He shall employ a qualified Engineer for this purpose as well as for supervision of works.

24. PROGRAMME AND PROGRESS SCHEDULE

The contractor shall furnish within 15 days from the date of work order a progress schedule indicating the date of starting, quarterly progress expected to be achieved and anticipated date of completion of each major item of the work. The schedule should be capable of achievement towards completion of whole work in the stipulated time.

- i. The Contractor shall submit his own programme as per time limit stipulated in the tender, in the form of Bar Chart which should give details of milestones of physical stages of each sub work. Simultaneously with the execution of the Contract Agreement, the Contractor shall submit to The Engineer his item-wise monthly programme, which shall be nothing but detailing of the programme
- ii. The programme shall also state the milestones of part commissioning and part completion of the sub-work included in the tender. The programme shall also provide the information as to required approvals to drawings, samples, materials, equipment's and their time of submissions to the Council. The progress shall be submitted by the Contractor visa-a-vis programme every month. The works team of the Contractor shall be so motivated to know the balance work at the end of each week and the rate required in the balance period to complete the work and therefore, shall endeavour to complete the task assigned for each week timely. In case, where the updated and revised schedule is required, the same shall be submitted to the owner for approval.

If deviation exceeds 10% in scheduled programme, competent authority has right to reject the tender of successful tenderer.

In the event of contractor failing to execute the work as per scheduled programme submitted by him or in the event of unreasonable delay in the part of contractor, he shall be liable to as compensation an

amount at the fixed rate subject to maximum amounting to 10% of the tender cost.

25. CHECKING QUALITY OF THE WORK :

The Engineer in charge should consider it necessary to satisfy himself to the quality of work, the contractor shall at any time during continuance of the contract period produce sample of work done or if necessary, pull down a responsible part of the work enough for such inspection and testing as the Engineer in charge may direct. The contractor shall make good the same at his cost and to the satisfaction of the Engineer in charge without extra cost.

26. CHANGES:

Any marginal and minor changes as may be found necessary by the Engineer in charge during execution shall have to be carried out by the contractor without extra cost.

27. INSURANCE OF WORKERS:

The successful tenderer should get the labour insurance done, on account of risk involved within a month from the date of work order, failing which Rs.- will be withheld from the R. A. bills of the work and it will not be refunded till labour insurance is done and documentary evidence to this effect is produced by the contractor. The successful contractor tenderer should purchase insurance policy identifying the Chief Officer therein.

28. ARBITRATION

In case any dispute arises out during execution of works, no arbitrator shall be appointed for redressal of the dispute. In this regard, decision of the Member Secretary, MJP Mumbai shall be final and remain binding on both parties.

29. INTENT AND INTERPRETATION OF CONTRACT DOCUMENTS

29.1 The contract documents are complementary and what is called for by one is as binding as if called for by all. Any work that may be reasonably inferred from the drawings or specifications as being required to produce the intended result shall be provided by the contractor whether or not it is specifically called for, in Schedule- 'B'.

The contractor shall furnish and pay for all labour, supervision, materials, equipment, transportation, construction, equipment and machinery tools, appliances, water, fuel, power, energy, light, heat, utilities, telephone, storage, protections, safety provisions, and all other facilities like service, incidentals, approaches to site etc any nature whatsoever necessary for the satisfactory and acceptable execution, testing and completion of the work in accordance with the contract documents, ready for use and operation by the owner. The cost of all these arrangements shall be deemed to be included in the contract offer and no separate payment shall be admissible thereof.

29.2 Interpretations

Written clarifications or interpretations necessary for the proper execution or progress of the work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Engineer and in accordance with any schedule agreed upon.

29.3 Drawings

Figured dimensions on drawings shall govern over scaled dimensions and detailed drawings shall govern over general drawings. The Contractor shall submit six sets of drawings according to the design.

29.4 Signed Drawings

Signed drawings alone shall not be deemed to be in order for work unless it is entered in the agreement or schedule or drawings under proper attestation of the Contractor and the Engineer or unless it has been sent to the contractor by the Engineer with a covering letter confirming that the drawing is an authority for work in the contract.

29.5 Technical Words

Work, materials or equipment described in words which so applied have a well-known trade or technical meaning shall be deemed to refer to such recognized meanings.

30. LANDS, CONDITION AND LAYOUT

30.1 Line out of the Work

30.2 Surveys and Measurements

The contractor shall carefully preserve all surveys as also setting out stakes, reference points, bench marks and monuments. If any stakes, points or benches be removed or destroyed by any act of the contractor or his employees, they may be reset at the contractor's expense. The contractor shall supply without charge the requisite number of persons with the means and materials necessary for the purpose of working survey, setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials.

30.3 Contractor's Verification

The Contractor will establish at the work site a substantial B.M. and connect it to a permanent B.M. available in the area with known value. The contractor will then carry out necessary surveys and leveling, covering his work, in verification of the survey data on the working drawings furnished by the Engineer and he will be responsible for establishing the correct lines and levels and verification of the lines and level furnished on the working drawings. If any error has occurred in the work due to non-observance of this clause, the contractor Will be responsible for the error and bear the cost of corrective work.

30.4 Site Office

The Contractor shall construct at his cost a semi-permanent nature site office with minimum of 20 Sq.m area and shall be provided with minimum two tables, two almaries, six Nos of chairs. The office and the furniture shall be provided and maintained by the contractor throughout the contract period at his cost. The use of the site offices shall be adequate size to accommodate the inspecting Engineers of MJP/IRMA/any other inspection committee/agency appointed by the Government of India/Maharashtra/Collector/Municipal Administration to discuss and review progress of work. No extra payment will be made on this account.

The site office shall be provided at all the conspicuous structures to be constructed/components to be executed.

31. SECURITY DEPOSIT AND INDEMNITY BOND

31.1 *Security Deposit*

The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligation under the contract. This shall be read with Clause No.1 and 20 of B-1 Form for Security Deposit and Defect Liability Clause respectively.

31.2 *Loss or Damage Indemnity Bond*

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

32. SUPERVISION AND SUPERINTENDENCE

32.1 SUPERVISORY STAFF :

The contractor shall have experienced technical qualified general supervisor for the work, who is capable of managing and guiding the work and also capable of understanding the instructions given to him by the Engineer in charge from time to time and shall be responsible to carry them out promptly. The contractor shall have during working hours, supervisor of sufficient training and experience to supervise the various items and operations of the work. Further, the Engineer in charge may notice, desire contractor high ranking member to be present on any specified date, the contractor shall comply with such directions Contractor's Supervision

The contractor shall supervise and direct the works efficiently and with his best skill and attention. He shall be solely responsible for means, methods, techniques, procedures and sequences of construction. The contractor shall co-ordinate all parts of the work and shall be responsible to

see that the finished work complies fully with the contract documents, and such instructions and variation orders as the Engineer may issue during the progress of the works.

32.2 Agent

The Contractor shall keep on the work at all times during its progress a competent resident agent preferably a qualified and experienced Engineer, capable of managing and guiding the work and understanding the specifications and contract conditions. For this purpose the contractor shall communicate to the Department, name, qualification and experience of such Engineer to be appointed for execution of this work. The agent appointed by the contractor shall not be replaced without ten (10) days written notice to the Engineer except under extra-ordinary circumstances. The agent shall be the Contractor's representative at the site and shall have authority to act on behalf of the contractor. All communications, instructions and directions given to the agent shall be binding as if given to the Contractor by the Engineer not otherwise required to be in writing will be given or confirmed in writing upon request of the Contractor. or in work- order book

33. CARE AND USE OF SITE

The Contractor shall not commence operations on land allotted for work without prior approval of the Engineer. If these lands are not adequate the Contractor may have to make his own arrangements for additional lands required for his use. The contractor shall not demolish, remove or alter any of the structures, trees or other facilities on the site without prior approval of the Engineer. All the area of Contractor's operations shall be cleared before returning them to the Engineer.

34. OVERLOADING

No part of the work or new and existing structures, scaffolding, shoring, sheeting, construction machinery and equipment, or other permanent and temporary facilities shall be loaded more than its capacity. The Contractor shall bear the cost of correcting damage caused by loading or abnormal stresses or pressures.

35. USE OF EXPLOSIVES

The Contractor shall comply with the laws, ordinances, regulations, codes, orders, other governing the transportation, storage and use of explosives, shall exercise extreme care not to endanger life or property and shall be responsible for all injury or damage resulting from the use

of explosives for or on the work.

36. MANUFACTURER'S INSTRUCTIONS

The Contractor shall compare the requirements of the various manufacturer's instructions with requirements of the contract documents, shall promptly notify to the Engineer in writing of any difference between such requirements and shall not proceed with any of the works affected by such difference until an interpretation or clarification is issued pursuant to article.

The contractor shall bear all costs for any error in the work resulting from his failure to the various requirements and notify the owner of any such difference.

37. PROTECTION

The contractor shall take all precautions and furnish and maintain protection to prevent damage, injury or loss to other persons who may be affected thereby. All the works and all materials and equipment to be incorporated therein whether in storage or on the site, under the care, custody or control of the contractor or any of his sub-contractors and other improvements and property at the site or where work is to be performed including building, tools and plants, pole lines, fences, guard rails, guide posts, culvert and works markers, sign structures, conduits, pipelines and improvements within or adjacent to streets, right-of-way, or easements, except those items required to be removed by the Contractor in the contract documents. The Contractors protection shall include all the safety precautions and other necessary forms of protection, and the notification of the owners of utilities and adjacent property.

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

38. UTILITIES AND SUB-STRUCTURES

Before commencing any excavations, the Contractor shall investigate, determine the actual locations, and protect the indicated utilities and structures, shall determine the existence, position and ownership of other utilities and substructures in the site or before the work is

performed by communication with such property owners, search of records, or otherwise and shall protect all such utilities and substructures.

38.1 Restoration and Repair

Except for those improvements and facilities required to be permanently removed by the contractor, the contractor shall make satisfactory and acceptable arrangements with the appropriate owners, and shall repair, restore all improvements, structures, private and public roads, property, utilities and facilities disturbed, disconnected, or damaged as a result or consequence of his work or the operations of those for whom he is responsible or liable, including that caused by trespass of any of them, with or without his knowledge or consent, or by the transporting of workmen, material or equipment to or from the site.

39. WORKMEN

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor.

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

39.1 Work during Night or On Sundays and Holidays

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

39.2 Workmanship

The quality of workmanship produced by skilled knowledgeable and experienced workmen, machines and artisans shall be excellent. Particular attention shall be given to the strength appearance and finish of exposed work.

40. MATERIALS AND EQUIPMENT

All materials and equipment incorporated in the work shall be new. Materials and equipment not covered by detailed requirements in the contract documents shall be of the best commercial quality suitable for the purpose intended and approved by the owner prior to use in the work.

40.1 *Optional Materials*

Only one brand, kind or make of material or equipment shall be used for each specific purpose through-out the works, notwithstanding that similar material or equipment of two or more manufacturers or proprietary items may be specified for the same purpose

41. USE OF APPROVED SUBSTITUTIONS OR EQUALS

The contractor shall bear all extra expenses resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expenses of required engineering, redesigning, drafting and permits where necessary, whether the Engineer's approval is given after receipt of tenders.

42. LAWS AND REGULATIONS

43. Governing Law

The contract documents shall be governed by the laws and by-laws of India, the State of Maharashtra and the local bodies in this region.

44. Resolving the disputes:

In case of disputes, between a Contractor and M.C./MJP, the decision of the C.O./Commissioner/Chief Engineer shall be final and binding. In case of any further dispute, the decision of Secretary UDD-2 / Member Secretary MJP or any other person appointed by the Secretary UDD-2 will be final.

45. BURIED AND CONCEALED WORK

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

Engineer and shall satisfactorily restore and reconstruct the removed work with no change in the contract price or the contract time.

46. SAFETY PRECAUTIONS AND EMERGENCIES

Contractor's Responsibility for Safety

The contractor shall be solely responsible notwithstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and programmes, in connection with the work and shall comply with all laws, ordinance, code rules regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

On the occurrence of an accident arising out of the works which result in death or which is so serious as to be likely to result in death, the contractor shall within one hour of such accident intimate in writing to the Engineer the facts stating clearly and with sufficient details the circumstances of such accidents and subsequent action taken by him. All other accidents on the works involving injuries to the persons or property other than that of the contractor shall be promptly reported to the Engineer clearly and with sufficient details the facts of such accidents and the action taken by the contractor. In all cases, the contractor shall indemnify the Engineer against all losses or damages, resulting directly from the contractor's failure to report in the manner aforesaid.

This includes the penalties or fines, if any payable by the owner as a consequence of failure to give notice under Workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accidents. In the event of an accident in respect of which compensation may become payable by the contractor, such sum of money as may, in the opinion of the Engineer, be sufficient to meet such liability will be kept in deposit. On the receipt of award from the Labour Commissioner in regard to the quantum of compensation, the difference in the amount will be adjusted.

It is obligatory that the contractor shall take an all Risk Insurance Policy for the works and keep it in force throughout the work period.

47. WARNINGS AND BARRICADES

The contractor shall provide and maintain barricades, guards, guard rails, temporary bridges and walkways, watchmen, headlights and danger signals illuminated from sunset to sunrise and all other necessary

appliances and safeguards to protect the work, life, property, the public, excavations, equipment and materials. Barricades shall be substantial construction and shall be painted such as to increase their visibility at night. For any accident arising out of the neglect of above instructions, the contractor shall be bound to bear the expenses of defense of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay all damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person.

48. ENGINEER'S STATUS DURING CONSTRUCTION, AUTHORITY OF THE ENGINEER

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

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

The whole of the works shall be under the directions of the Engineer, whose decision shall be final, conclusive and binding on all parties to the contract, on all questions relating to the construction and meaning of plans, working drawings, sections and specifications connected with the work. The Engineer shall have the power and authority from time to time and at all times make an issue such further instructions and directions as

may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to the terms of specifications and the contractor shall receive, execute, obey and be bound by the same according to the true intent and meaning thereof; fully and effectually. Engineer may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any works or any portion of works executed or partially executed, to be removed, changed or altered and if needful, may order that other works shall be substituted instead thereof and the difference of expenses occasioned by any such diminution or alteration so ordered and directed shall be deducted from or added to the amount of this contract.

49. DUTIES OF ENGINEER'S REPRESENTATIVE

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

Approval for or acceptance of any work or material or failure to disapprove any work or material by the representative of the Engineer shall not prejudice the power of the Engineer thereafter to disapprove such work of material and to order removal or modification thereof. If the contractor shall be dissatisfied with any decision of the representative of the Engineer, he shall be entitled to refer the matter to the Engineer, who shall thereupon confirm, reserve or vary such decision only in genuine cases.

The representative of the Engineer shall be liable to inform the Engineer about the daily progress and compare it with the programme. He shall also inform the contractor immediately about the log or lead in the progress than the programme.

50. DEFECTS AND RECTIFICATION

For period specified in the Clause 20 of B.1 form for the defect liability period for the individual type of work from the date of issuance of the completion certificate in accordance with Condition "Final Inspection and Acceptance" mentioned herein after, contractor shall remain liable for any

of the works or parts thereof or equipment and fittings supplied which in the opinion of the Engineer fail to comply with the requirements of the contract or are in any way unsatisfactory or defective except fair wear and tear. The process of the assembly commissioning of all sections of pipe lines, tested hydraulically in patches, will involve some additional measures such as shaft of suitable height, fixing of air valves at more number of places on the alignment and all such measures shall be done by the contractor.

To the intent that the works and each part thereof shall at or as soon practicable after the expiry of the above period be taken over by the Engineer in the condition required by the contract to the satisfaction of the Engineer, the contractor shall finish the work (if any) outstanding at the date of completion as soon as may be practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects imperfections, shrinkages or other faults as may during the period of maintenance or after its expiry be required of the contractor in writing by the Engineer as a result of an inspection made by or on behalf of the Engineer prior to the expiry of the period. The contractor at his own expenses shall carry out all such work if the necessity thereof shall in the opinion of the Engineer and due to the use of materials or to neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractors part under the contract. If the contractor fails to do any such work as entitled to carry out such work in which the contractor should have carried out at the contractor's own cost, the Engineer shall be entitled to recover from the contractor the cost thereof or may deduct the same from the moneys that become due to the contractor. Notwithstanding the aforesaid, if the contractor remains in default, one calendar month after the Engineer has given written instructions in writing, the Security Deposit shall become payable to the MJP/Corporation/Chief Officer who will deduct the cost plus overhead expenses of such works as have been necessary to rectify the contractor's default and the balance, if any, shall be disbursed. The Contractor shall submit the operation and maintenance manual for the fruitful operation of the works. The Contractor will have a liberty to visit the operating works during the defect liability period and satisfy himself about the on-going operations in case he do not visit and a defect is observed then the Engineer's opinion shall be final and binding as to the application of defect liability.

51. RIGHT TO WITHHOLD

The Engineer may refuse to approve to any payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved and paid to such

extent as may be necessary in the opinion of the Engineer to protect him from loss because (a). The work is defective, (b) Third party claims have been filed or there is reasonable evidence indicating probable filing of such claims, (c) of the Contractor's failure to make payment properly to sub-contractors or for labour, materials or equipment, (d) of damage to another Contractor, or to the property of other caused by the Contractor, (e) of reasonable doubt that the work cannot be completed for the unpaid balance of the contract price, (f) of reasonable indication that the work will not be completed within the contract time, (g) of the Contractor's neglect or unsatisfactory prosecution of the work including failure to clean up. Once the provisions of law that enables or require the Engineer to withhold such payments are removed, payment will be made for amounts withheld because of them to the extent the contractor is entitled to payment.

52. FINAL INSPECTION AND ACCEPTANCE

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

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

53. CONTINUING OBLIGATION OF THE CONTRACTOR

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

54. TAXES TO BE DEDUCTED AT SOURCE

During the course of contract period the deduction of Income Tax/Work Contract Tax or any other Central/State or local tax required to be deducted at source, will be made as per prevailing rules from the contractors bills and will be remitted to the concerned Departments. Certificate for such deductions will be issued by the Chief Officer.

55. RECORDS AND MEASUREMENTS

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

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

The Engineer OR his authorized representative shall take measurements jointly with the Contractor or his authorized representative. Before taking measurement of any work the Engineer or the person deputed by him for the purpose shall give reasonable notice to the contractor. If the contractor fails to attend or send an authorized representative for measurement after such notice or fails to countersign or record the objection within a week from the date of measurement, then in any such event measurements will be taken by the Engineer, or by the person deputed by him shall be taken to be correct measurements of the works and shall be binding on the contractor.

There shall be absolutely no doubt regarding the measurements and hence the contractor shall first arrange the exact branding of the alignment length on site, and mark distinctly. All hidden measurements shall be measured by steel tape, on the exact section as marked previously and depth by the regular staff generally at an average interval of 30 m or suitable interval decided by Engineer-in-Charge.

In case of difference of opinion in the measured quantity and the payable quantity of any particular measurements, the contractor must know the departmental practices developed as per the manuals and standard specifications.

Normally only excavation will not be measured. When the pipes and specials are laid in position, then only the excavation and other items will be measured.

The Contractor shall, without any extra charge, provide assistance with

every appliance and other things necessary for measurements, such as levelling instruments (Auto setting), tapes, staffs, camera, paints, brushes and required labour.

Measurements shall be signed and dated by both the parties each day (for taking measurement) on the site on completion of measurements. The Contractor shall take up still colour photographs at intervals during the execution of works so that a history of development of the works is maintained.

The dated photographs, in two copies, shall be submitted to the Engineer- in-charge every time. No extra cost will be paid for this. This generation of record shall provide the used methodology of working and highlight the quality of material and workmanship. The cost of the said work shall be borne by the Contractor. It shall be the property of the Municipal Council and shall not be used for campaigning, advertising without permission of the Council.

56. WRITTEN NOTICE

Written notice shall be deemed to have been duly served or delivered in person to the individual or member of the firm or to an Engineer of the contractor for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice. The notice on the Fax Message/ E-Mail shall be deemed to have been duly served. The address given in the contractor's tender on which all notices, letters and other communications to the contractor shall be mailed or delivered, except that said address may be changed by the Contractor by notifying the owner in writing. This shall not preclude the service of any notice, letter or other communication upon the Contractor personally.

57. USE OF COMPLETED PORTIONS

The owner shall have the right, upon written notice to the Contractor, to take possession or occupancy of, and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired but such taking possession or occupancy and use shall not deemed to waive of any requirement of the contract documents or a waiver or acceptance of any work not completed in accordance with the contract documents.

58. CLEANING UP

The contractor shall at all times during the work keep the site and premises, adjoining property and public property free from accumulations of waste materials, rubbish, and other debris resulting from the works, and at the completion of the work shall remove all waste materials, rubbish and debris from and about the site and premises as well as all tools, construction equipment and machinery and surplus materials, and shall leave the site and premises, clean, tidy and ready for occupancy by the owner. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the contract documents paved ways, parking areas and roadways disturbed by the construction shall be redone by filling the excavation, if any, by sand compacted material and bringing it to its original shape as directed and approved by the Engineer. No waste material shall be buried or disposed off on the owner's property unless so approved in writing by the Engineer-in-Charge. Before the Contractor applies for final inspection and acceptance of the work, all items of work shall be complete, ready to operate, and in a clean condition as determined by the Engineer.

59. OWNER'S RIGHT TO CLEAN UP

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

60. FOSSILS ETC.

All fossils, coins, articles of value of antiquity and structures or other remains or things of geological or archaeological interest discovered on the site shall be deemed to be the property of the owner and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out at the expenses of the Engineer's order as to the disposal of the same.

61. LABOUR RULES

If demanded by Municipal Authorities, the contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favor under the provision of Contract Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences. The contractor shall have to comply with 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 breach of contract and the Chief Officer, Municipal Council may in his discretion, cancel the contract, the Contractor shall also be liable, for any pecuniary liability arising on account of any violation of the provisions of this act, by him.

Salient features of some major labour laws/ Acts applicable to establishment engaged will be as below.

- a. Workman compensation Act 1923.
- b. Payment of Gratuity Act 1972.
- c. Employees PF and miscellaneous provisions Act 1952.
- d. Maternity Benefit Act 1951.
- e. Contract Labour (Regulations and Abolition) Act 1970.
- f. Minimum Wages Act 1948.
- g. Payment of Wages Act 1936.
- h. Equal Remuneration Act 1979.
- i. Payment of Bonus Act 1965.
- j. Industrial Disputes Act 1947.
- k. Industrial Employment (Standing orders) Act 1946.
- l. Trade Union Act 1926.
- m. Child labour act 1926.
- n. Inter state Migrant Workmen's (Regulation of Employment and Conditioned of Services) Act 1979.
- o. The Building and other construction works (Regulation of employment and conditions of Services Act 1946 and the cess Act of 1996).
- p. Factories Act 1948.

All the relevant law and act will be applicable for this work.

62. STATUTORY INCREASE IN DUTIES, TAXES ETC.

All the taxes including GST and duties levied by the Central Govt., State Govt and by Local Bodies at the prevailing rates applicable on the date of receipt of tender, considering this contractor should quote his offer. Any increase in tax rates till completion of work shall be fully borne by the Contractor and shall not be reimbursed to him on any account.

63. INSPECTION, TESTING & FEES.

All material & equipment, irrespective whether specified or not, shall be tested at manufacturers works laboratory and the Test Certificate thereof shall be furnished. The test shall be witnessed by the Engineer-in-

charge as well as the third party designated by the Council.

64. MACHINERY REQUIRED

All machinery required for erection/execution purposes such as cranes, trucks, etc. shall be arranged by the Contractor. Department shall not take any responsibility for providing such machinery even on rental basis. No concreting shall be permitted unless centering and reinforcement is approved by the Engineer-in-Charge.

65. WORK ORDER BOOK

A well bound work order book shall be maintained on site and it shall be the property of Council and the Contractor/ his agent shall promptly sign orders given therein by the Engineer in charge / Chief Officer. officials or his superior officer, in token of having received them and comply them. This will be a permanent record The compliance shall be reported by the contractor to the Engineer in good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the Council free of charge for this purpose. The Contractor will be allowed to copy out the instruction therein from time to time. He will not record any remarks in the order book but may take up the matter recorded therein.

66. DISCREPANCIES AND OMISSIONS

The tender drawings and specifications, shall be considered as explanatory, of each other and together shall form the technical requirements and stipulations of tender documents. Detailed drawings shall have preference over small scale drawings. Similarly, detailed specifications shall have preference over general specifications. Should any discrepancy arise as to the meaning, intent or interpretation of any specification or drawing the decision of the Engineer- in-charge shall be final and binding on the Contractor.

67. PRICE VARIATION - AUTHORITY

Price variation is (As per Clause 59) applicable to this tender.

Contractor

No. of correction

Chief Officer

68. NO INTEREST ON DUES

No interest shall be payable by the Council on amounts, due to contractors pending final settlement of claim. Further, no interest shall be payable by Council on any amount/payment.

- 69.** Any recovery advised by the Engineer /PMC shall be recovered from any bill or money retained from this contract. All the recoveries either outstanding or dues under the contract or incidental there to as determined may be, stand recoverable.

Secured Advance will be granted as per provisions made in MPW Manual and MPW Account Code.

70. Mobilization Advance will not be granted.

- 71.** The tenderer is entitled to avail exemption from central excise tax, to all items of machinery, including instruments, apparatus and appliances, auxiliary equipment and their components/parts required for setting up a water treatment plants intended to treat water to make it fit for consumption of humans or animals. Central excise duty will also be exempted on pipes of sizes 100 mm and above required for obtaining untreated (raw) water from its source to the plant and for supplying the treated (potable drinking) water to the storage place from which it would be further supplied for consumption of humans or animals. The concession would be subject to the certification by the Collector/District Magistrate/Deputy Commissioner of the District in which the water treatment plant is to be set-up. To avail exemption on duty the tenderer himself shall pursue the matter with different Government Departments. Any co-operation in this regard will be extended to the tenderer. The tenderer shall quote his offer taking into account above exemption which he may avail.

SPECIAL CONDITIONS

MUDKHED MUNICIPAL COUNCIL
TAL.MUDKHED, DIST.NANDED

NAME OF WORK : MUDKHED NAMO GARDEN DEVELOPMENT UNDER VAISHISHITAY
 PURN PROGRAM, TALUKA: MUDKHED DISTRICT:NANDED

SPECIAL CONDITIONS

1) Payment against Excess quantities of various items.

Before making payment of excess quantities as per rules, the concerned Engineer in charge of Council shall get himself satisfied regarding genuineness of the claim and he should also exercise a compulsory check of minimum 10 % of measurements for a particular item. Responsibility of informing the excess

quantities as per Schedule "B" of the tender for approval of Competent authority of Council and also for correctness of claim to be submitted in future shall rest with Junior Engineer, a auditor and divisional Accountant also. While submitting the proposal for approval, concerned authorities should consider the exact position of the revised estimates, if necessary due to this excess.

For executing any quantity, the excess over the quantity specified in the tender, the contractor should be authorized by the Engineer in charge Council in writing.

While asking the contractor to execute such excess quantity, the concerned Engineer in charge of Council should inform the Contractor in writing specifically that the payment in excess of quantities specified in the tender will be made after following concerned prescribed rules.

2) General

The quoted rate shall be total rate for the completed item of work as per the specification, and shall be inclusive of all incidental charges such as lifts, leads for materials, water for construction etc. The rates for excavation are inclusive of the edge of the excavation pit beyond foundation.

Contractor

No. of correction

Chief Officer

The tenderer must obtain on his own responsibility and his own expenses all the information which may be necessary for the purpose of making a tender and entering into a contract and must consider and satisfy himself with all local conditions, sites and quarries means of accesses, the nature of rock, material to be met with in all execution and all materials pertaining to work.

Specifications of item stipulated for other sub works shall be made applicable, where relevant.

3) Outline of works

The work will be on the lines of plans attached to the tender documents. The plans are however, liable to change and strata as shown there is approximate.

The item of work and their approximate quantities are given in schedule "B" of the tender. The quantities are approximate and are liable to vary on plus or minus side.

4) Unit

The rates quoted for each item are for units mentioned in Schedule „B" against each item.

5) Site conditions

1. It shall be presumed that the Contractor has satisfied himself as to the nature of the works, general and local conditions, particularly on those bearings on transport handling, storage of materials, availability of labour, weather conditions and has estimated the cost and quoted his rates accordingly Engineer in charge of Council will bear no responsibility for lack of such acquaintance with site conditions and consequences thereof.
2. Set of tender documents and conditions (upto a maximum of three sets) at the discretion of Chief Officer, Mudkhed Municipal Council will be supplied to the contractor after acceptance of tender.

6) Extras, Omissions and Discrepancies.

1. In all the cases of the omissions, doubts or discrepancies in the dimension in the drawing and items of works, reference shall be made to the Chief Officer/Engineer in charge of Council, whose elucidation and elaboration shall be considered final.

Contractor

No. of correction

Chief Officer

7) Supply of material by the contractor.

- 7.1 The contractor should supply all the material mentioned in Schedule "B". This shall be conforming to relevant IS & approved MJP vendors.. All types of pipes, valve and specials will be accepted only after due third party inspection and satisfactory inspection by the third party inspection agencies appointed by the MJP. (List of third party inspection agencies appointed is periodically circulated by the MJP central office). The charges for the same shall be borne by the contractor.
- 7.2 Other material such as cement, tor steel etc. shall be conforming to relevant ISS testing charges for cement, steel shall be borne by the contractor. Ultra Tech cement (Ultra tech) shall be preferably be used for water retaining structures.
- 7.3 1) For supply of pipes, valves, specials etc. -80% payment shall be released after supply, 10% after lowering, laying & jointing, and 10 % after satisfactory hydraulic testing.
2) 10% cost total subwork of pipeline work shall be retained till hydraulic testing is given as per IS code of as per tender condition.
- 7.4 The contractor shall provide, at the site of work, satisfactory storage for not less than one month"s average consumption of works and shall keep the cement of storage and utilization of cement in the order of its arrival at the stores and the contractor shall maintain satisfactory records, which would at any time show the dates of receipt and proposed utilization of cement lying in the storage.
- 7.5 The Engineer in charge of Council shall at all the times have access to the stores and sites, method of storage, records and securities provided by the contractor. The contractor shall comply with instruction that will be given by Chief Officer, Mudkhed Municipal Council/Engineer in charge of council , in this behalf.
- 7.6 The contractor shall further at all times satisfy the Chief Officer, Mudkhed Municipal Council /Engineer in charge of Council on demand any production of books, of submissions of returns in Performa as directed, other proofs, that, the cement supplied is being used for the purpose for which it is supplied and available to the Chief Officer, Mudkhed Municipal Council /Engineer in charge of Council
.

8 TIME OF COMPLETION OF WORK: -

If at any stage of work, it is found that the execution of work is not as per the programme given in the Bar Chart, a fine shall be imposed on the contractor as mentioned in the agreement form.

9. APPOINTMENT OF ARBITRATOR:-

In case of any disputes raised between contractor and Chief Officer/Engineer in charge during the course of contract regarding work, there shall be no provision for the appointment of an Arbitrator. The decision of the secretary UDD2/Any other person appointed by secretary UDD2 shall be held as valid and final. If the contractor files a case in appropriate court, the action of withdrawing the work and allotting it to any other agency shall be deemed to be continued as per the practice in vogue in the larger interest of implementation of work in time and as per original time schedule.

10. STRATA :

Strata for excavation are shown approximate based on trial pits and the Contractor shall have no right to claim extra if there is variations in the strata. The contractor will also have no claim if extra excavation is required to be done due to boulders and the Contractor will have to make such extra excavation good by filling the same by C.C. 1:3:6 (M-100) or by plum concrete with 60% plum in C.C.1:3:6 maximum

11. CHANGE IN SITE:

No claims shall be paid on account of reasonable change in site, alignment or orientation of the proposed work, within the work site marked on plan attached to the tender as the circumstances may call for.

12. TOOLS AND PLANT:

All tools, instruments and machinery and all other materials (not included in the Material Schedule 'A') shall be acquired by the Contractor. It is, however, open to the Engineer to lend or supply to the Contractor implements, machinery or other service not covered by the tender document which he can be and may consider desirable. For such tools, instruments, machinery and service provided, the Contractor will have to sign an agreement and pay Security Deposit and rental charges as may be fixed by the Engineer.

13. EXCAVATED MATERIALS:

All excavated stuff shall be Council s property and shall be disposed off at lead and lift by the Contractor in a manner as directed by the Engineer.

14. DAMAGES TO UNDER/ABOVE GROUND UTILITY

During the course of excavation and laying of the pipe line utmost care of

existing main, electrical and telephone cables and private water connections/sewage connections shall be taken. Any damage to existing main electrical and telephone cable and private water/ sewage connection, etc, occurs during the course of execution, same shall be restored at the cost of the contractor. In case the repairs are done by owner, the cost of such repair will be recovered from the contractor.

Rates for all type of materials are inclusive of VAT and all taxes levied by Central Government, State Government or local bodies.

Rates for supply of specials and valves are inclusive of excise duty (Central), VAT, Third party inspection charges, storage charges, overhead charges and transportation of materials up to site and stacking. Rates mentioned in the tender are inclusive of all Central Govt, State Govt. and Local taxes, duties and cess etc.

15. Though the contractor is required to do refilling before hydraulic testing to avoid traffic hurdle, no payment for refilling of the trenches of pipe line shall be payable till satisfactory hydraulic testing is given. Re-excavation required if any during testing shall be done by contractor at his own cost.
16. The works of cross connections to existing lines are to be arranged in such a way as no major shutdowns are required to be taken and work should be completed within minimum period of time, without interrupting the major water supply in the area.
17. Activity in Bar chart and network diagram (CPM / PERT) shall be modified regularly in case any activity could not be done in time due to some extra ordinary reason. The same modified Bar Chart/Network diagram should be submitted for approval of Engineer-in-Charge or competent authority of Council, who will give approval after consultation with MJP.
18. Work shall be executed in stages as mentioned Government Resolution issued by the Urban Development department on dated.....
19. **INCENTIVE BONUS**

As an encouragement to the early completion of the project an incentive bonus will be payable to the contractor.

Incentives/ Bonus (e.g. one percent of the contract value per month subject to a maximum of five percent of contract value) for early completion and penalties for delay should, therefore, be built into the contract very judiciously. To avail of the incentive clause, it shall be mandatory on the part of the contractor to report the actual date of completion to the concerned Engineer (Engineer herein refers to PWO/ PSU/ Organisation to which work has been entrusted under Rule 133 of GFR 2017). The Engineer shall report

the actual date of completion of the works as soon as possible through fax or email so that the report is received within seven days of such completion by the concerned CA.

20. All the bills in R A bill format shall be submitted to the council by the contractor. The bills will be checked and scrutinized by engineer in charge/PMC and will be submitted to the ULB for Recording, Passing and Payment by the ULB.
21. The bills vetted and submitted by the PMC will be normally cleared and payment will be released within a period of 15 days from the receipt of such vetted bills by the ULB or executing agency as the case may be. Such payment will be subject to availability of funds with the ULB or executing agency.
22. Extension of time limit will be granted by Chief Officer, Mudkhed Municipal Council after obtaining approval/consent of competent authority of Municipal Council.

INSTRUCTIONS TO TENDERER

MUDKHED MUNICIPAL COUNCIL
TAL.MUDKHED, DIST.NANDED

**NAME OF WORK: MUDKHED NAMO GARDEN DEVELOPMENT UNDER VAISHISHITAY
PURN PROGRAM, TALUKA: MUDKHED DISTRICT: NANDED
INSTRUCTIONS TO TENDERER**

1. AWARD CRITERIA

The Owner will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The tender will be awarded after bid evaluation report approved by the appropriate competent authority.

2. ACCEPTANCE OF THE TENDER

- 2.1 The acceptance of the tender rests with the appropriate competent authority. The right to reject any or all the tenders without assigning any reason thereof is reserved by appropriate competent authority. The tenderer whose tender is accepted will have to enter into regular agreement in the type and form prescribed in the tender and abides by all the rules embodied therein, cost of agreement etc. should also be borne by the tenderer.
- 2.2 No corrections, additions or alterations in the tender document shall be made. No special stipulations in the tender document shall be permitted.
- 2.3 The tender shall be liable to be rejected outright if while submitting the same.
- i) The Tender is not submitted on E-tendering portal specified in the Tender Notice.
 - ii) The Tenderer proposes any conditions and alterations in the obligatory conditions of the tender.
 - iii) Any of the pages of the tender is removed/replaced or spoiled badly.
 - iv) If the offer in words and in figures is not filled in appropriate place of B.1 Form.
 - v) If the specified Earnest Money in specified form is not paid.
 - vi) Any erasures are made in the tender documents.
 - vii) The tenderer or in case of firm or company authorized person does

Contractor

No. of correction

Chief Officer

not sign the tender documents in the place provided for the purpose, in B.1 Tender form.

- 2.4 If the tendering contractors are a firm or company, they shall in their forwarding letter should mention the names of all the partners of the firm or the company as the case may be and the names of the partners who hold the power of attorney authorizing him to conduct transactions on behalf of the Company/Firm.
- 2.5 Rules and conditions of the contract are subject to amendment till the time of acceptance of tender.
- 2.6 The notes and conditions stipulated in this notice will form a part of the agreement.

3.0 SIGNING OF CONTRACT

At the same time as the Owner notifies the successful Bidder that the bid has been accepted, the Owner will send the Bidder an acceptance letter informing the Bidder, the further necessary line of action including signing of contract etc.

4.0 FOR SPECIAL ATTENTION OF TENDERER

The tenderer is expected to visit the site before quoting the tender and get himself acquainted with the site conditions and site requirements. The contracting firm shall study the site and general conditions in respect of approaches, labour, water supply, climate, quarries and the data included in the tender papers and get verified from the actual inspection of site etc. before submitting the tender. In case of any doubt about any item or data included in the tender or otherwise, it shall be got clarified by applying in writing to the tender inviting authority at least 3 days before the date of pre-tender conference. Once the tender is submitted, it shall be concluded with all the details required for completing the work as per tender conditions and specifications.

Responsibility of Departmental staff will be nominal and limited to extending all possible help in solving local problems for obtaining permission, obtaining power supply etc.

5.0 LOCAL ROADS

The existing public roads that are near the site of work are shown in Drawing accompanying the Tender documents. The contractor may contract and maintains additional roads as required at his own expenses.

6.0 MEDICAL AND SANITARY ARRANGEMENT TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR

- a) The contractor shall provide an adequate supply of pure and wholesome water for the use of labourers on works and in camps.
- b) The contractor shall construct trenches, semi permanent latrines for the use of labourers , Separate latrine shall be provided for men and women.
- c) The contractor shall construct sufficient number of huts on a suitable plot of land for use of the labourers according to the following specifications.
 - i) Hut of Bomboobs and Grass may be constructed.
 - ii) A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees shall be chosen wherever it is available. The neighbor hood of land, jungle s trees or woods should be particularly avoided . Camp should not be established close to large cutting of earth work.
 - iii) The lines of huts shall have open space of at least 10 meters between rows. When a good natural site is not available in this case. Particular attention should be given to the drainage.
 - iv) There should be no over crowding , floor space at the rate of 3 sqm. (30 sq.ft) per head shall be provided . Care should be taken to see that the huts are kept clean and in good order.
 - v) The contractor must find his own land and if he wants Govt. land he should apply for it. Assessment for it if demanded will be payable by contractor. However the department does not bind itself for making available the required land.
- d) The contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.
- e) The contractor shall make sufficient arrangement for draining away the surface and sullage water as well as water from the bathing and washing places and shall dispose off this waste water in such a way as not to cause any nuisance.
- f) The contractor shall engage a medical officer with a traveling dispensary for a camp containing 500 or more persons, If there is no Govt. Or other private dispensary situated within 8 kilometers from the camp. In case of emergency the contractor shall arrange at his cost free transport for quick medical help to his sick workers.
- g) The contractor shall provide the necessary staff for erecting the

satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-In-Charge. At least one sweeper per 200 persons should be engaged.

- h) The Assistant Director of Public Health shall be consulted before opening a labour camp and his instructions on matters such as Water Supply, sanitary, convenience for the camp site accommodation and food supply be followed by the contractor etc.
- i) The contractor shall make arrangement for all antimalarials measures to be provided for the labours employed on the work. The anti measures shall be as directed by Assistant Director of public health.
- j) In addition to above all provisions of the relevant labour Act pertaining to basic amenities to be provided to the labourer shall be applicable which will be arranged by the contractor.

7. MISCELLANEOUS

- 7.1 For providing electric wiring or water ling etc. Recesses shall be provided if necessary, through walls, slabs, beams, etc. and later-on refilled it who out any extra cost.
- 7.2 In case it becomes necessary for the due fulfilment of contractor for the contractor to occupy land outside the department, limits the contractor will have to make his own arrangements with the land owners and pay such rents if any, which are payable as mutually/agreed between them.
- 7.3 The contractor shall duly comply with provisions of the Apprentices Act 1961 (III of 1961) and the rules and order made there under from time to time under the said rules and on this failure or neglect to do so he shall subject to all the liabilities and penalties provided by the said Act and Said Rules.
- 7.4 It is presumed that the contractor has gone carefully through the standard specification (Vol I and II 1981 edition) and the schedule of rates of the Division, and studies of site condition before arriving at rates quoted by him. The special provisions and detailed specification of wording of any item shall gain precedence over the corresponding contrary provisions (if any) in the standard specification given without reproducing the details in contract. Decision of Engineer in charge shall be final in case of interpretation of specification.
- 7.5 If the standard specifications fall short for the items quoted in the schedule of this contract, reference shall be made to the latest Indian standard specifications, I.R.C. code, if any of the item of this contract do not fill in reference quoted above the decision and specification as directed by the Engineer-In -Charge. Shall be final.
- 7.6 The stacking and storage of building materials at site shall be in such a

manner as to prevent deterioration or inclusion of foreign material and to ensure the preservation of the quality. Properties and fitness of the work. Suitable precautions shall be taken by contractor to protect the materials against atmospheric action, fire and other hazards. The materials likely to be carried away by wind shall be stored, in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil, heavy ,materials shall be stored on paved platforms. Suitable separation barricades and enclosure as directed shall be provided to separate materials brought by contractor and material issued by Govt. To contractor under Schedule- A. Same applies for the materials obtained from different source of supply.

8. HANDING OVER OF WORK

All work and material before taken over by Council will be entire responsibility of the contractor for guarding, maintaining and making good, any damage of any magnitude. Interim payments made for such work will not alter this position. The handing over by the contractor and taking over by the Chief Officer/Engineer in charge or chief Officer or his authorized agent will be always in writing, copies of which will go to the Chief officer, signed by authorized representative of Mudkhed Municipal Council and the contractor. It is however understood that before taking over of such work Municipal Council will not put the system into its regular use, casual or incidental one, except as specifically mentioned elsewhere in this contract or mutually agreed to.

Contractor

No. of correction

Chief Officer

**ACQUAINTANCE WITH SITE CONDITIONS
AND WORK CONDITIONS**

**Mudkhed Municipal Council
Tal.Mudkhed, Dist. Nanded**

**NAME OF WORK: MUDKHED NAMO GARDEN DEVELOPMENT UNDER VAISHISHITAY
PURN PROGRAM, TALUKA: MUDKHED DISTRICT:NANDED**

**ACQUAINTANCE WITH SITE CONDITIONS
AND WORK CONDITIONS**

1. The Contractor shall study the site conditions, general conditions and data included in the tender papers and get it verified from actual inspection of the site etc. before submitting the tender. In case of doubts about any items or data included in this tender or otherwise, it shall be got clarified by applying in writing to the Engineer in charge Chief officer, 15 days in advance before date of submission of the tender. Once the tender is submitted, it shall be considered that the Contractor has verified and made himself conversant with all the details as required for quoting the rates and completing the work as per tender conditions and specifications.
2. Contractor shall not sell or otherwise dispose off or remove except for the purpose of this contract, the rubble, stone metal, sand or other material which may be obtained from any excavation made for the purpose of the contract. All such materials shall be Council property and shall be disposed off in the manner and at place as may be directed by the Engineer-in-charge. Contractor may with the permission of the Engineer-in- charge in writing and when directed by him, use any of the materials free of cost.
3. Other unforeseen items to be done in the course of work will have to be done by the Contractor as per specifications in P.W.D. Hand book volume I and II and will be paid at mutually agreed rates, ISS and standard practice in vogue. Extra charge of claims in respect of extra work shall not be allowed unless

Contractor

No. of correction

Chief Officer

the work to which they relate are in the spirit and meaning of the specifications or unless such works are ordered in writing by the Engineer-in-charge and claimed for in the specified manner before the work is taken in hand.

MATERIALS:

4. The Contractor shall make his own arrangements for obtaining rubble, khandki, headers, metal, sand, murum etc. from Municipal Council or private quarry. Applications of the Contractor for reasonable area of Government land required for this purpose can be recommended to Revenue Authorities without any guarantee of making the land for quarry available.

All the materials involved in the construction shall be of best quality and specifications and shall be got approved from the Engineer-in-charge before use. If necessary, materials shall be got tested from the Laboratory at his cost. Samples requiring approval shall be submitted by the Contractor to the Engineer-in-charge in good time before the use of each material. The samples shall be properly marked to show the name of the materials place.

5. The Contractor shall provide all labour, skilled as well as unskilled, pages, lime, strings, site-rails (wooden as well as Steel etc.) as and when required as per approved design and make available such other materials for surveying, lining out, setting out, checking of work, taking measurements, testing of hydraulic and other structures, without any payment by the Council to him. He will also provide proper approach and access to all his works and stores without any extra cost over tendered rates for the items to be inspected.
6. Rates quoted include clearance of site (prior to commencement of work and its closure) in all respects and hold good for work under all conditions of sites, moisture, weather etc.
7. Failure to comply with any of the above instructions will result in the Council doing the needful at the risk and cost of the contractor. These conditions are for all items and as such no extra payment shall be made for observing these conditions.
8. The contractor shall make his own arrangements for quarrying of rubble, stone, murum, sand, lime, metal etc.
9. Overburden in a quarry will have to be removed by the contractor at his own cost.
10. Unless a separate item is provided in Schedule 'B' minor dewatering of

foundations in excavation and during the construction of foundation Masonry if required shall be done by the Contractor without claiming extra cost.

11. Masonry shall be kept wet for atleast 15 days and concrete work shall be kept wet for atleast 21 days commencing from the date of its final laying in position. In case during execution curing is found inadequate it will be carried out Council and the cost thereof shall be recovered from the contractor. The contractor shall make his own arrangements for getting water at site at his own cost.
12. The proportions of cement concrete specified in the Schedule „B" are nominal and are only an indication of approximate proportion of cement, fine aggregate and coarse aggregate which may have to be altered suitably at site to obtain the desired strength and workability. However quantity of cement shall not be less than the one specified below.

NOMINAL MIX:

1:11/2:1	(M-300)	9.00 bags/one cum of cement concrete
1:1:5: 3	(M-200)	7.90 bags/one cum of cement concrete
1:2:4	(M-150)	6.30 bags/one cum of cement concrete
1:3:6	(M-100)	4.40 bags/one cum of cement concrete
1:4:8	(M-80)	3.40 bags/one cum of cement concrete

In case of major items of concrete for R.C.C. works, the Contractor shall prepare test blocks as per I.S. specifications for testing its tensile and compressive strength at his own cost. These block will be tested in any of the Government Test Laboratories at the cost of the Contractor. The number of test blocks, frequency etc. shall be directed by Engineer-In-Charge.

13. DAMAGE BY FLOODS OR ACCIDENT:

The Contractor shall take all precautions against damage by floods and from accidents. No compensation will be allowed to the contractor for his plant, material and work etc. Lost or damaged by floods or from other causes. The Contractor shall be liable to make good any part of material which is in charge of the Contractor and which is lost or damaged by floods or from any other cause. If the work executed is damaged, trenches filled due to any reason, Contractor shall have to make it good at his cost only.

14. SUPPLY OF RATE-ANALYSIS IN CASE OF EXTRA ITEMS

In case of the EIRL the Contractor shall supply Rate Analysis based on labour and material in case he is called upon to do so.

15. WATER REQUIRED FOR CONSTRUCTION :-

The Contractor has to make his own arrangements at his cost for water required for construction, testing, filling, structures, etc. either from local bodies or from else where, by paying the charges directly and arranging tankers etc. as per necessity. No claim for extra payment on account of non-availability of water nearby, or extra lead for bringing water shall be entertained. All required piping arrangements and pumping if required for water shall be made by the Contractor at his cost.

If Contractor fails to pay the water charges to local bodies or private parties these shall be recovered by the Council from his bills. In case Council water supply is available, a connection at a suitable place may be sanctioned but all further arrangements of pumping if required, piping etc. shall be done by the Contractor at his cost, and water charges in such a case, shall be paid by the Contractor at the rates as decided by the Chief officer, which shall be final and binding on the Contractor.

Whenever Schedule "B" provides for any dewatering item, payment shall be admissible under that item, but apart from that item no extra claims for dewatering required for executing various tender items, and for executing such items in wet condition shall be entertained as all these expenses are deemed to be included in the dewatering item.

16. LEADS AND LIFTS :-

Unless otherwise specifically mentioned in the tender item, the tendered rate for all items in tender shall cover all lifts and leads encountered for the executions of the work as directed.

17. Unless otherwise specifically provided for in the tender or a separate item is provided in Schedule 'B', all the sides of excavated trenches after the work is completed or in progress are to be filled by the Contractor to the original ground level from excavated stuff at no extra cost to the Council,
18. Unless otherwise specifically mentioned in tender items, the net dimensions of RCC or CC members actually cast are only admissible for payment under RCC or Plain CC items. No increase in dimensions due to plastering or finishing shall be admissible for payment under RCC or plain CC items.
19. No claims for any desilting of trenches, foundation etc. filled due to floods, untimely rains, or any other reasons whatsoever shall be entertained and Contractor shall have to do this desilting operation together with dewatering operations entirely at his cost.
20. Electricity supply required for construction of work/labour camp, etc. shall be arranged by the contractor at his own cost.

FORM-B.1

Contractor

No. of correction

Chief Officer

FORM B.1
PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

DEPARTMENT MUDKHED MUNICIPAL COUNCIL

REGION—AURANGABAD REGION

NAME OF WORK MUDKHED NAMO GARDEN DEVELOPMENT UNDER VAISHISHITAY
 PURN PROGRAM, TALUKA: MUDKHED DISTRICT:NANDED

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed to be executed by contractor shall be notified in a form of invitation to tender pasted on a Board hung up in the office of the Chief Officer and signed by the Chief Officer, Mudkhed Municipal Council.

This form will state the works to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer 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 and estimated rates, schedule rates and any other documents required in connection with the work which will be signed by the Chief Officer for the propose of identification shall also be open for Inspection by contractors at the office of the Chief Officer during office hours.

Where the works are proposed to be executed by the contractor according to the specifications recommended and approved by a competent authority on behalf of the Council, such specification with designs drawings shall form part of the accepted tender.

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

Contractor

No. of correction

Chief Officer

i) The contractor shall pay along with the tender the sum, of (Rs.39,585/-) (Rs. Thirty-Nine Thousand Five Hundred Eighty-Five only) as and by way of earnest money. The EMD shall be paid by Net Banking. The said amount of earnest money shall not carry any interest whatsoever.

ii) In the event of his tender being accepted, to the provision of sub-clause(iii), below,

a) the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of

i) 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 security deposit without prejudice to any other right and powers of the Council hereunder, or in law, Council shall be entitled to forfeit the full amount of the earnest money deposited by him.

ii) In the event of his Tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under the provision of sub-clause (iii) above, be refunded to him on his passing receipt therefore.

3. Receipts for payments made on account of any work, when executed by a firm should 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 the firm by one of the partners or by some other person have authority to give effectual receipts of the firm.
4. Any person who submits tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule - B (memorandum showing items 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 work specified in the said form of invitation of tender, or in the time allowed for carrying out the work, or which contain separate percentage over estimated rates / schedule rates for different sub work or item, or which any other conditions of any sort which are not filled with the percentage as the space provided for the purpose and not signed at proper place in the printed B-1 Tender Form will be liable to rejection. No printed form of tender shall include a tender for more than one work. But, if contractors who wish to tender for more works, shall submit a separate tender for each work. Tenders shall have the name and the number of work to which they refer, written outside the envelopes.

5. The competent authority shall open tenders in the presence of any intending contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the events of a tender being rejected, the chief officer shall arrange / authorized to refund the amount of the earnest money deposited to the tenderer, on his giving a receipt for the return of the money.
6. Competent authority is the final authority to reject all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Council unless it is signed by the
Chief Officer
8. The memorandum of the work to be tendered for and the schedule of materials to be supplied by the Council (herein before and after called as MC) and their rates shall be filled in and completed by the office of the Chief Officer before the tender form is issued. If a form issued to an intending Tender has not been so filled in and completed, he shall request the
said office to have this done before he completes and delivers his tender.
9. All work shall be measured net by standard measure and according to the rules and customs of the PWD/MJP and without reference to any local custom.
10. Under no circumstances shall any; contractor be entitled to claim enhanced rates for items in this contract.
11. Every registered contractor should produce along with his tender certificate of registration, as approved contractor in the appropriate class and renewal of such registration with date of expiry.
12. Corrections and additions should be initialed.
13. The measurements of work will be taken according to the usual methods in use in the PWD/MJP and no proposals to adopt alternative methods will be

Contractor

No. of correction

Chief Officer

accepted. The Engineer's decision as to what is the usual method in use will be final.

14. A tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract, and the value of work that remains to be executed in each case on the date of submitting the tender. Such certificate shall be in the proforma attached in the tender documents.
15. In view of the difficult position regarding the availability of foreign exchange no foreign exchange would be released by the corporation/council for the purchase of plant and machinery or any other purpose for the execution of the work contracted for.
16. The contractor will have to construct shed, for storing controlled and valuable material issued to him under Schedule "A" of the agreement or brought him on work site, at work site having double locking arrangement. The materials will be taken for use in the presence of the department person. No. materials will be allowed to be removed from the site of works without written permission of the Engineer-in-charge.
17. The tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contractor Labour Regulation and Abolition Act. 1973 before starting work, failing with acceptance of the tender will be liable for withdrawal and Earnest money / Security Deposit will be forfeited to the Corporation.
18. The contractor shall comply with the provision of the Apprentices Act. 1961 and the rules and orders issued there under from time to time. The contract shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.
19. In this tender ----- sub-works are included .As per Government resolution the work will be taken up in three phases. The work order will be issued accordingly by fixing time limit. Contractor has to complete the work within stipulated time for each phase. If he fails, action as per clause 2 will be initiated against the contractor.
20. As per clause 6 of B-1 form, extension of time limit will be governed. If contractor fails to apply for extension of time limit as per clause 6 to keep the tender alive, Municipal Council will grant the extension considering the progress of work and in the light of clause 2.

As per Government Resolution Price Variation Clause is applicable to tender.

- The tender Rates are inclusive of all taxes such as VAT, Service Tax, Cess, and
21. General Tax etc. Contractor shall be deemed to have examined the work and site conditions including labour, the general and special conditions, specifications and drawings and shall be deemed to have visited the work site and to have fully informed himself regarding the local conditions and
 22. carried out his own investigations to arrive at rates quoted in the tender. There shall be no corrections or overwriting and if any that shall be dully initialed by Contractor himself.

Note: The Commercial Offer must be filled online using individual's digital certificate. (An online form will be provided for this during online bid preparation stage).

I / We hereby, tender for the execution for the
Municipal Council (hereinbefore and
hereinafter referred to as Mudkhed MC) for the work specified
in the underwritten memorandum within the time specified in such
memorandum
at----- (-----
-----) in figures as well as in words
percent below/above the estimated rates entered in schedule "B" memorandum
showing items of work to be carried out and in accordance with all respects
with the specifications, designs, drawings, and instructions in writing referred
to in Rule hereof and in clause 12 of the annexed conditions of the contract and
agree that what materials for the work are provided by the Council such
materials are at the rates to be paid for them shall be as provided in schedule
"A" here to.

Memorandum

- a) General description: **Mudkhed Namo Garden Development under Vaishishtay Purn Program.**
Tal.Mudkhed, Dist. Nanded *a) if several sub works are included they should be detailed in a separate list*
- b) Estimated Cost. **Rs. 79,17,085/-**

Contractor

No. of correction

Chief Officer

c) Earnest Money. Rs.39,585/-

c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 206 and 207 of the M.P.W. Manual.

d) Security Deposit.

Total 4% of estimated cost put to tender or accepted tender cost whichever is higher

d) This deposit shall, be in accordance with paras 213 and 214 of the M.P.W. Manual.

i) Initial Security Deposit

2% of estimated cost put to tender or accepted tender cost whichever is higher shall be in form of FDR from any Nationalized / Scheduled Bank or Bank Guarantee

ii) Balance 2% amount of Security deposit, will be recovered through

each Running Bill at The rate of 5% of the gross amount of running bill till the required total amount of Security Deposit is recovered

**e) Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit by the time, half the work as measured by the cost is done.
5% (Five) Percent**

e) This percentage where no security deposit is taken, will vary from 5 % to 10 % according to the requirement of case where security deposit is taken see note to clause 1 this conditions of contractor.

f) Additional Security Deposit.

If the tender is proposed to be accepted at the rates quoted less than estimated cost put to tender security deposit over and above 4% in (d) at the below rate shall have to be paid by Tender.

i) For offer upto 10% below 2% Intial + 2% through R.A.Bill.

ii) For 10% to 15% below 4% Intial + 2% through R.A.Bill.

iii) For offer more than 6%Intial + 2% through R.A.Bill.
15% below

Additional security is to be paid by the successful bidder initially only in addition to 2% original Security Deposit.
(Security Deposit shall be based on estimated cost put to

tenderor tendered cost whichever is higher)

g)Time allowed for the work from date of written order to commence.

18 (Eighteen) Calendar Months. (Including monsoon)

I/We agree that the offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening for the same and thereafter until it is withdrawn by me/ us notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of such authority. Term deposit Receipt No./Demand draft No. dated and date in respect of the sum of **Rs.39,585/- (in words Thirty-nine thousand five hundred eighty-five only)** is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Municipal Council should I/We fail to
 (i) abide by the stipulation to keep the offer open for the period mentioned above of (ii) sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item. (d) of the memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed General Conditions of contract, the amount of earnest money may be adjusted towards the security deposit or refunded to me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

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

Municipal Council under any other contract or transaction of any nature whatsoever or otherwise.

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeit and pay Municipal Council the sum of money mentioned in the said conditions. Term Deposit Receipt No. Dated from The Bank..... at in respect of sum of Rs. Is herewith forwarded representing the earnest money (a) the full value which is to be absolutely forfeited to the Municipal Council should I/We not deposit in the full amount of security deposit specified in the above memorandum in Accordance with (d) of clause (i) of the tender for works shall be refunded.

Strike out (a) such security deposit is to be taken.

Contractor

Signature of the contractor
before submission of tender.

Address

date of 2026

Witness

Signature of witness to

Contractor's signature.

The above tender is hereby accepted by me for and one
behalf of the Council
Dated

Chief officer Municipal Council

Contractor

No. of correction

Chief Officer

CONDITIONS OF CONTRACT

(Modification as per the GR PWD NO. CAT-1087/ CR- 94/Bldg-2, dated 14.6.1989) \

Clause 1 : The person / person whose tender may be accepted ***Security Deposit***
 (hereinafter called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) shall (A) within ten days (which may be extended by the Chief Officer concerned upto 15 days if the Commissioner/Chief Officer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Engineer in-charge in Cash or Government securities endorsed to the Engineer in charge (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or (B) (permit Council at the time of making any payment to him for work done under the contract to deduct such sum as will amount to 4% of all moneys so payable; such deductions to be held by Corporation/Council by way of security deposit). Provided always that in the event of the Contractor depositing a lumpsum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not to 4% of the total estimated cost of work or tendered cost whichever is higher, it shall be lawful for Council at the time of making any payment to the contractor for work done under the contract to make-up the full amount of Four (4) percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount to the security deposit is made up. All compensation or other sums of moneys payable the contractor to Council under the terms of his contract may be deducted from or paid by the sale of sufficient part of his

Contractor

No. of correction

Chief Officer

security deposit or from the interest arising there from, or from any sums which may become due by Council to the contractor under any other contract or transaction 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 or Bank Guarantee issued by bank for any sum or sums which may have been deducted from or raised by sale of his security deposited or any part thereof. The Security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid the tender/contract already accepted shall be considered as cancelled and legal steps taken against the Contractor for recovery of the amounts. The amount of security deposit lodged by Contractor shall be refunded along with the payment of the final bill, if the date upto, which the Contractor has agreed to maintain the work in good order, is over. If such date is not over only 90% amount of the security deposit shall be refunded along with the payment of the final bill. The amount of security deposit retained by Council shall be released after expiry of period upto, which the Contractor has agreed to maintain the work in good order, is over. In the event of Contractor failing or neglecting to complete rectification work within the period upto, which the Contractor has agreed to maintain the work in good order then subject to provisions of Clause 17 and 20 hereof, the amount of security deposit retained by Council shall be adjusted towards the excess cost incurred by the Council on rectification work.

Clause 2 : The time allowed for carrying out the work as entered in **Compensation** the agreement shall be strictly observed by the Contractor and shall **Delay** be reckoned from the date on which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be 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 Chief Officer (whose decision in writing shall

be final) may decide of the amount of the estimated cost of the whole work as shown by the tender for everyday that the work remains uncommenced or unfinished after the proper dates. And further to ensure good progress during execution of the work, the Contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete, for complete minimum quantum of work as compared to accepted tender cost as stated below.

$\frac{1}{4}$ of the work in $\frac{1}{4}$ of the time. $\frac{1}{2}$

of the work in $\frac{1}{2}$ of the time. $\frac{3}{4}$

of the work in $\frac{3}{4}$ of the time.

Full work in months including monsoon

Note: The quantity of the work to be done within a particular time to be specified above shall be fixed by an Officer competent to accept the contracts after taking into consideration the circumstances of each case .and insert in the blank space kept for the purpose

In case of delay in completion of the contract, liquidated damages (for repair works costing up to Rs. Ten lakh - one percent of the contract value per week and for all other works half percent of the contract value per week of delay subject to a maximum of ten percent of contract value) should be levied. The penalties proposed for identified lapses of omission or commission must be disclosed in the tender documents in clear monetary terms.

Chief Officer should be the final authority in this respect, irrespective of the fact that tender is accepted by State level technical Committee. However Chief officer shall seek the consent of the MJP and/or approval of the State level technical committee.

Clause 3: If any clause in which under any clause of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installment) or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other cause, the Engineer in charge on behalf of the Council shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Municipal Council

Action when whole of security deposit is forfeited.

Contractor

No. of correction

Chief Officer

- a) To rescind the contract (for which rescission notice in writing to the Contractor under the hands of Engineer in-charge shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Council
- 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 and charges on additional supervisory staff including the cost of work-charged 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 has been carried out by the Contractor under the terms of his contract. The certificate of the Engineer in-charge as to the cost and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the Contractor.
- c) The order that work of the Contractor be measured up and take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work-charged establishment and the cost of the work executed by the new contract agency will be debited to other contractors and the value of the work done or executed through the new contractor shall be credited to the Contractor in all respects and in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Engineer in-charge as to all the costs of the work and other expenses incurred as aforesaid for getting the unexecuted Work done by the new contractor and as to the value of the work so done shall be final and conclusive against the Contractor.

In case the contractor shall be rescinded under clause (a) above, the contractor shall not be entitled to recover or to be paid, any sum for any work therefore actually performed by him under this contract unless and until the Chief Officer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the

amount so certified. In the event of either the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by Council under the contract or otherwise however or from his security deposit or the sale proceeds thereof provided however that the contractor shall have to claim against Council even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) and (c) is adopted by the Council, the contractor shall have no claim to compensation for any loss sustained by him by reason of not having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract. The extra cost involved in the completion of the balance work carried out through the other contractor under

Amount of 3 (c) shall be recoverable from the contractor over and above the compensation levied under Clause 2 and the Security Deposit shall be apportioned against the total recoveries for this purpose also.

Clause 4 : If the progress of the any particular portion of the work is unsatisfactory, the Council shall notwithstanding that the general progress of the work is in accordance with the condition mentioned in clause 2 be entitled to take action under clause 3(b) after giving the contractor 10 days notice in writing. 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 Council by Clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non exercise thereof shall not constitute waiving of any of the conditions hereof the such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for under any clauses hereof he is declared liable to

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

pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Council taking action under Sub-Clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools and plants, materials and stores, in or upon the work or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in the case of contract rates not being applicable at current market rates to be certified by the Council whose certificate thereof shall be final. In the alternative the Council may after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises within a time to do specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Council may remove them at the contractors expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Council as to the expenses of any such removal and the amount of the proceeds and expense of any such shall be final and conclusive against the contractor

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

Clause 7 : On the completion of the work the contractor shall be *Final Certificate.* furnished with a certificate by the Council (here inafter and hereinbefore called the Engineer-in-charge) of such completion but neither 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 , tools, plants and equipments and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinate until they have received approval of the Engineer-in-charge the said measurements being binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning off the dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor, remove and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding tools and plants equipments or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 8 : No payment shall be made for any work estimated to cost less than Rupees one thousand till the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees one thousand the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work then approved recommended by the Engineer-in-charge, whose certificate of such recommended and passing of the sum of payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payment by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge for requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude determine or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or in any other way very

Payment on intermediate certificate to be regarded as advance.

or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Clause 9: The rates for several items of works estimated to cost more than 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 where the items of are work not accepted as so completed by the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

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

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

Bills to be submitted monthly

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

Bills to be on printed form.

Clause 12 : If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the Council or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in

Stores supplied by MJP

any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or from the security deposit or the proceeds of sale thereof if the security deposit is held in Government Securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Council and shall not 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 issued at cost but remained unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Council, store if the Engineer-in-charge so required by a notice in writing given under his hand, but the contractor shall not be entitled to return any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or, damage to any such materials. The contractor shall, however return all unused material at the time of completion, which was issued to him free of cost by the Engineer in charge and which has remained surplus with the contractor after accounting for the actual utilization of such material from the total quantity that was issued by the Engineer in charge. Cost of any material issued free of cost by the engineer and which has remained surplus with the Engineer from the contractor as mentioned in Schedule - „A“

Clause 12 (A) : All stores of materials such as cement, steel etc. supplied to the contractor by Council should be kept by the contractor in a separate store near the work site under lock and key and will be accessible for inspection by the Council or his agent at all the times.

Storage of controlled material

Clause 13 : The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and every other respect in strict order accordance. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged

Works to be executed in accordance with specifications drawings.

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 one sets of contract drawing and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further, copies of the contract drawings and working drawings if requires by him shall supplied at the rate of ` 2000/- per set of contract drawings and ` 100/- per working drawing except where otherwise specified.

Clause 14 : The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawing, design and instructions that may appear to him to be necessary or contracts, 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 alterations shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Division with due consideration for leads and lifts involved for materials and labour or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. However, if the Engineer-in-charge is not empowered by Council to approve the rates of such additional or altered work then as far as possible he shall obtain prior approval to the changes and to the rates payable for such changes from competent authority of Council not entered in before ordering the Contractor to take up the alternation/ additional work. If the additional or altered work for which no rate is in the schedule or rates of the Division, is ordered to be carried out before the rates are agreed upon then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order carry out such class of work and arrange to carry

Alteration in specifications & designs not to invalidate

out in such manner as he may consider advisable provided always that if the contractor shall commence the work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned then in such case he shall only be entitled to be paid in respect of the work or incur any expenditure in regard there to before the rates shall have been determined as lastly hereinbefore mentioned then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Chief officer will be final.

Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender. The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

Extension of time in consequences additions or alterations

Clause 15 :

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

No claim to any payment or compensation for alteration in or restriction of Work except specified in this clause.

- ii) 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 10days prior notice in writing to the Engineer within 30 days of the expiry of the said period of 90 days of such intention and requiring the Engineer to record the final measurements of the work already done and to pay final bill. Upon giving such notice the Contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the Contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the Contractor. Such payment shall not in any manner prejudice the right of the Contractor to any further compensation under the remaining provisions of this clause.
- iii) Where the Engineer in-charge requires the Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on the account of his having had to pay the salary or wages to labour engaged by him during the said period of suspension, provided always that the Contractor shall not be entitled to any claim in respect of any such working machinery ,salary or wages for the first 30 days whether consecutive or in the aggregate of any suspension whatsoever occasioned by unsatisfactory work or other default on his part. The decision of the Engineer- in -charge in this regard shall be final and conclusive against the Contractor.
- iv) In the event of
- a) any total stoppage of work on notice from the Engineer under sub-clause (1) in that behalf.
 - b) Withdrawal by the Contractor from the contractual obligation to complete the remaining un-executed work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.

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

It shall be open to the Contractor within 90 days from the service of

- i) the notice of stoppage of work or
 - ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or
 - iii) notice under Clause 14(i) resulting in such curtailment
- to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work before receipt by him of the notice of stoppage, suspension or curtailment and required the Corporation/Council to take over on payment such material at the rates determined by the Engineer, provided, however, that such rates shall in no case exceed the rates at which the same was acquired by the Contractor. The Council shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer

Clause 15 A : The Contractor shall not be entitled to claim any compensation from MJP for the loss suffered by him on account of delay by Council in the supply of materials entered in Schedule "A" where such delay is caused by.

No. claim to compensation on account of loss due to delay in supply of material by MJP.

- i) Difficulties relating to the supply of railway wagons.
- ii) Force majeure.
- iii) Act of God.
- iv) Act of enemies of the State or any other reasonable cause beyond the control of Council .

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

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

Time limit for unforeseen claims.

Clause 17 : If at any time before the security deposit or any part of thereof is refunded to the Contractor it shall appear to the Engineer-in-charge or his subordinate -in-charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or quality is inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required shall remove the materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for everyday not exceeding 10 days during which the failure so continues and in the event of any such failure the Engineer-in-charge may rectify or remove and re execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor. Should the Engineer in charge consider that any such inferior work or materials as prescribed above may be accepted or made use of, it shall be within his discretion to accept the same reduced rates as he may fix therefore.

Action and compensation payable in case of bad work.

Clause 18 : All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-charge and his subordinates and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinates to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's

Work to be open to inspection.

Contractor or responsible agent to be present

duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

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

*Notice to be given
before work is
covered up*

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

*Contractor liable for
damage done and for
imperfections*

neglecting to pay the same no demand as aforesaid without prejudice to any other rights and remedies of the Council , the same may be recovered from the Contractor as arrears of land revenue. The Council , shall also be entitled to deduct the same from any amount which may then be payable or

which may thereafter become payable by the Council to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by the Council . During defect liability period, the work of daily maintenance and general repairs and expenses thereon would be out of scope of the tender. However, if any defects in the sub work or in the material are found, the same will be rectified by the Contractor at his cost and will be binding on him, failing to which legal action would be taken as per tender clauses. Ten percent amount will be withheld from security deposit depending upon the nature of work, till the defect liability period is over.

1. Pumping Machinery.

a) Pumping machinery and other allied mechanical, Five Years electrical installation (excluding those in the

treatment plant contract), surge arrestors, water hammer control devices, chlorinators (excluding those provided in the treatment plant contract)

Repairs to the works at (a) above.

Five Years

2. WTP/ESR/GSR/BPT, Sump and Pump House, Balancing Tank Etc. head works, approach bridge

a) Based on Contractor"s own design.

Five Year.

b) Based on Departmental design.

Five Years

c) Special repairs to ESR/ GSR/ BPT

Five Years

d) Ordinary repairs to ESR/GSR/BPT Sump and Pump House, etc.

Five Years

3. Pipe Lines.

i) Pumping Mains, Gravity Mains, Leading Mains including all the Fixtures

Five Years

ii) Distribution system, laterals, branch sewers of sewerage system, etc.

Five Years

iii) Repairs to pipe lines under the works at (a) and (b) above.

Five Years

The instructions contained in the Government of Maharashtra (Public

Works Department) Resolution dated 14th June, 1989 shall henceforth be applicable to all the works for which defect liability periods have been specified as above

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 Council stores), plant, tools, appliances, implements, ladders, tackles, scaffolding and temporary works requisite or proper execution of the work, in the original, altered or substituted from the whether included in the specification or other documents forming part of the contract of referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer in charge as to any matter as to which under these conditions he is entitled to as satisfied or which he is entitled to require together with the carriage therefore to and from the work

Contractor to supply plant, ladders, scaffoldings, etc.

The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, Failing which the same may be provided by the Engineer-in-charge at the expense of the Contractor and expenses may be deducted from any money due to the Contractor under the contract or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceedings that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit action or other legal proceedings that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with consent of the Contractor be paid for compromising any claim by any such person. List of machinery in contractors possession and which he proposes to use on the work should be submitted along with the tender.

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

Clause 21 A : The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connection herewith.

- a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- b) A scaffolds shall not be constructed, taken down or substantially allowed except
 - i) Under the supervision of a competent and responsible person, and
 - ii) As far as possible by competent workers possessing adequate experience in this kind of work.
- c) All scaffolds and appliances connected herewith and ladders shall.
 - i) be of sound material
 - ii) Be of adequate strength having regard to the loads and strains to which they will be subjected, and
 - iii) Be maintained in proper condition.
- d Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- e Scaffolds shall not be over - loaded and so far as practicable the load in consequence of normal use
- f Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
- g Scaffolds shall be periodically inspected by a competent person.
- h Before allowing a scaffold to be used by his workmen the Contractor shall whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.
- i Working platform, gangway, stairways shall:-
 - 1) be so constructed that no part thereof can sag unduly or unequally.
 - 2) be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and
 - 3) kept free from any unnecessary obstruction.
- j) In the case of working platform, gangways, working places and stairways at a height exceeding 2 meters (to be specified).
 - a) every working platform, gangways shall be closely boarded unless other adequate measures are taken to ensure safety,
 - b) every working platform, gangway shall have adequate width, and
 - c) every working platform, gangway, working place and stairway shall be provided with railing/ barricading
- 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 persons or the transport or shifting of material be

provided with suitable means to prevent the fall of persons or material.

- l) When persons are employed on a roof where there is a danger of falling from the height exceeding 3 meters (to be specified) suitable precautions shall be taken to prevent the fall of persons or material
- m) Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from scaffolds or other working places.
- n) Safe means of access shall be provided to all working platforms and other working places.
- o) The Contractor will have to make payments to laborers as per Minimum Wages Act.

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

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

- a) Hoisting machines and tackles, including their attachments, anchorages and supports shall.
 - i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and
 - ii) be kept in good repairs and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- c) Hoisting machines and shackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the Council .
- d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as means of suspension shall be periodically examined.
- e) Every crane driver or hoisting appliance operator shall be properly qualified.
- f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold, which gives signals to the operator.
- g) In case of every machine and every chain, ring, hook, Shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means.
- h) Every hoisting machine and all gear referred to in proceeding

*Employment of female
labor work on Sunday*

- regulation shall be plainly marked with the safe working load
- i) In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated.
 - j) No part of any hoisting machine or any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
 - k) Motors, gearing, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards.
 - l) Hoisting appliances shall be provided with such means, which will reduce to minimum, and the risks of the accidental descend of load.
 - m) Adequate precaution shall be taken to reduce to a minimum the risk of any part of suspended load becoming accidentally displaced

Clause 22 : The Contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permission from the Council . When such permission is given and also in all cases when destroying, cut or dug up trees, brushwood, grass, etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor shall make his own arrangements for drinking water for the labor employed by him.

Measures for prevention of fire.

Clause 23 : Compensation for all damages done intentionally or unintentionally by Contractor's labour whether in or beyond the limits of the Council property including any damage caused by the spreading of fire mentioned Clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer-in-charge subject to the decision of the Chief Engineer/Commissioner on appeal shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damage in the manner prescribed in Clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Council to Contractor under this contract or otherwise.

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

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

spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Clause 24 : The employment of female labourers on works in neighbourhood of soldiers barracks should be avoided as far as possible. *Employment of female labor*

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

Clause 26 : The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge, and if the Contractor shall assign or sublet his contract or attempt to do so, or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors or attempt so to do so or if bribe, gratuity, gift, loan, perquisite, reward of advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of Council in any relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may 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 Council and the same consequences shall ensure as if the contract had been rescinded under Clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract. *Work not to be sublet.. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a Public Officer or if Contractor becomes insolvent.*

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

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 for his information. *Changes in the constitution of the firm to be notified.*

Clause 29 : All works to be executed under the contract shall be *Directions and control*

executed under the direction and subject to the approval in all respects of the Chief Officer, for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried out.

of the Engineer in charge

Clause 30.1 : Except where otherwise specified in the contract and subject to the powers delegated to him by Council under the code, rules then in force, the decision of the Chief Officer/Commissioner/Chief Officer 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 specifications, designs, drawings and instruction hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of work, or after the completion or abandonment thereof.

Directions and control of the Engineer in charge .

Clause 30.2 : The Contractor may within thirty days of receipt by him of any order passed by the Chief Officer as aforesaid appeal against it to the Chief officer with the contract work or project provided that.

- a) The accepted value of the contract exceeds ` 10 lakhs(Ten lakhs)
- b) Amount of claim is not less than ` 1.00 lakh (One Lakh).

Clause 30: If the contractor is not satisfied with the order passed by the Chief Officer as aforesaid, the contractor may, within thirty days of receipt by him of any such order, appeal against it to the Secretary, UDD-2 who if convinced that prima facie, the contractors, claim rejected by Chief Officer is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination in the claim of the contractor and decision by Secretary Urban development department for suitable decision. The decision of the Secretary , UDD-2 shall be final and binding on the contractor and the Engineer-in-charge.

Clause 31 : Deleted

Contractor

No. of correction

Chief Officer

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

Lump sums in estimates

Clause 33 : In the case of any class of work for which there is no such specification as is mentioned in Rule I of Form B-1, such work shall be carried out in accordance with the Divisional specifications and in the event of there being no Divisional specifications, the work shall be carried out in all respect in accordance with all instructions and requirements of the Engineer-in-charge.

Action where no specifications

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

Definition of work

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

Contractor's percentage whether applied to net or gross amount of bill.

Clause 36 : All quarry fees, royalties, octroi duties and ground rent for stacking materials, if any should be paid by Contractor, which will not be entitled to a refund of such charges from the Council . (Please see special clause for royalty).

Quarry fees and royalties

Clause 37 : The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act., 1923 (VIII of 1923), (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable/ paid by the Council as principal under sub-section (1) of Section 12 of the said Act on behalf of the Contractor, it shall be recoverable by the Council from the Contractor under the sub-section (2) of the said section.

Compensation under Workmen's Compensation Act.

Such compensation shall be recovered in the manner laid down in Clause 1 above.

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

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

- a) The workers shall be required to use the equipments so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned
- b) When work is carried on in proximity to any place where there is a risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
- c) Adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.

Clause 37 C : The Contractor shall duly comply with the provisions of „The Apprentices Act, 1961“ (III of 1961), the rules made thereunder 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 subjected to all the liabilities and penalties provided by said Act and said Rules.

Clause 38 : I) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as subject to any special provision contained in the specifications prescribing a different percentage of permissible variation in the quantity of the item does not exceed the tender quantity to more than 25% and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender, is not more than ` 5,000/- (Whichever is more)

*Quantities put to tender are approximate.
Excess quantity beyond quantity put to tender will be governed as per Cl.38*

ii) the Contractor shall, if ordered in writing by the Engineer so to

do, also carry out any quantities in excess of the limit mentioned above in sub -clause (1) hereof on the same conditions and in accordance with the specifications in the tender and the rates

- a) derived from the rates entered in Current Schedule of Rates and in the absence of such rates
- b) At the rates prevailing in the market.

The said rates being increased or decreased as the case may be by the percentage which the total tendered amount upon the schedule of rates applicable to the year in which the tender were accepted

For the purpose of operation of this clause, this cost shall be worked out from the DSR prevailing at the time of inviting of tender. The cost of Clause 38 is Rs **79,17,085/- (Rs. Seventy Nine Lakhs Seventeen Thousand Eighty-Five Rs Only-)**

- iii) This clause is not applicable to extra items.
- iv) Claims arising out of reduction in the tendered quantity of any item beyond 25% will be governed by the provision of Clause 15 only when the amount of such reduction beyond 25% at the rate of the item specified in the tender is more than 5,000/- This reduction is exclusively the reduction in Clause Nos. 14 & 15 of the work and site conditions.
- v) There is no change in the rate if the excess is less than or equal to 25%. Also there is no change in the rate if the quantity of work done is more than 25% of the tendered quantity, but the value of the excess work at the tendered rates does not exceed 5,000/-
- vi) The quantities to be paid at the tendered rates shall include,
 - a) tendered quantity plus 25% excess of tendered quantity or the excess quantity of the value of 5,000/- at tendered rate whichever is more

Clause 38 A : The Chief officer of Municipal council shall see that claim towards excess quantity under this clause 38 is submitted to higher authority immediately on its cropping up. The Chief officer of Municipal council while making such payment shall see that the total expenditure shall not exceed sanctioned cost of the scheme. If the proposal of Clause 38 is submitted to competent authority for payment then interim 50% payment will be released as under

*Interim payment
for excess quantity*

- a) At accepted tender rate or current schedule rate whichever is less subject to condition that total expenditure on the tender shall not exceed sanctioned cost of the scheme

Clause 38-B : If the rate entered in to schedule B for the work of excavation of pipeline is a combined rate for different strata then the rate entered in Schedule-B will be applicable for quantity 25% in addition to the quantity mentioned in schedule-B of all items of excavation for pipe line trenches and for excess over 25% of Schedule-B quantity, the rate payable to the contractor shall be worked out from the CSR by considering following percentage of excavation in different strata irrespective of actual strata met at the site for the increased quantity.

Payment for average rate of excavation

- 1) Excavation in all types of soils, . Sand, gravel and soft murum with lead up to 50 meter and lift as involved. Including dewatering, shoring and strutting etc. excluding refilling etc. % of average rate for lift 0.00 to 1.50 meter and % for lift .
- 2) Excavation in hard murum and boulders with lead up to 50 m and lead and lift as involved including dewatering, shoring and strutting etc. excluding refilling etc. % of average rate for lift meter and % for lift .
- 3) Excavation in soft rock and old cement and lime masonry with lead upto 50 m and lift as involved, including dewatering, shoring and strutting, excluding refilling etc. % of average rate for lift and % for lift .
- 4) Excavation in hard rock and concrete road by chiseling wedging line drilling by mechanical means or by all means other than blasting with lead upto 50m and lift as involved, including dewatering, shoring and strutting etc. excluding refilling % of average rate for lift 0.00 to 1.590 m % and 1.50 to 3.00 m.

(Note-Sheet is attached separately)

Clause 39 : The Contractor shall employ any famine, convict or 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 shall 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 accordance to sanction of estimates.

Claim for compensation for delay in starting the work.

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

Claims for compensation for delay in execution of the work.

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

*Entering upon or
commencing any portion
of work*

Clause 43 :

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

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

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

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

Minimum age of persons

employed,

*The employment of
donkeys and other
animals and the
payment of fair wages.*

v) The Contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him, In the event of the dispute arising between the Contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Engineer in charge who shall decide the same. The decision of the Chief Officer shall be conclusive and binding on the Contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by the Council at the sanctioned tender rates.

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

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

Clause 44: Payment to Contractors shall be made by cheque drawn on Chief Officer/ Engineer in charges account provided the amount exceeds ` 1000/- Amounts not exceeding 1000/- will be paid in cash.

Method of payment

Clause 45: Any Contractor who does not accept these conditions shall not be allowed to tender for work.

Acceptance of conditions compulsory before tendering for work.

Clause 46 : If Government declares a site of scarcity or famine to exist in any village situated within 16 Kms 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 Chief officer of Municipal council, or by any person to whom the Chief officer of Municipal council may have delegated this duty in writing to be in need on relief and shall be bound to pay to such person wages not below the minimum wages which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Engineer in charge whose decision shall be final and binding on the Contractor.

Employment of scarcity labour

Clause 47: The price quoted by the Contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which is permissible for him to charge a private purchaser for the same class and description, the control price or the price permissible under the provisions of Hoarding and Profiteering Preventing Ordinance, 1948 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the Contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform to the controlled price as permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the Contractor.

Price not to exceed controlled price fixed by Govt.

Clause 47 A :

- 1) The rates to be quoted by the contractor must be inclusive of all other relevant taxes except GST. No. extra payment

Rate inclusive of all taxes

Contractor

No. of correction

Chief Officer

will be made to the **contractor**

- a) Bidder shall quote his rate excluding GST.
 - b) GST shall be paid on the amount of bill of the work done as per prevailing guide lines rate of GST during the period of work done as applicable.
 - c) The rates quoted by the contractor shall be deemed to be inclusive of the labour welfare cess and other taes (other than GST) that the contractor will have to pay for the performance of his contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.
- 2) a) Bidder shall quote his rate considering the provisions counted under GST Act 2017.
- b) Amount of GST 2% I.E.CGST and SGST each 1% will be deducted at source (T.D.S.) from 01.10.2018.

Clause 48 : In case of materials that may remain surplus with the Contractor from those issued, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of C will be recovered on such date.

Sale tax on surplus material

Clause 50 : The Contractor shall employ at least 80 percent of the total number of unskilled labour to be employed by him on the said work from out of the persons ordinarily residing in the district in which site of the said work is located. Provided, however, that if required number of unskilled labour from that district is not available, the Contractor shall in the first instance employ such number of persons as is available and thereafter may with the previous permission in writing of the Engineer-in-charge of the said work obtain the rest of the requirement of unskilled labour from outside of district.

Employment of local labour

Clause 51 : The Contractor shall pay the labourers - skilled and unskilled according to the wages prescribed by Minimum Wages Act applicable to the area in which the work of the Contractor is located. The Contractor shall comply with the provision of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time.. The Contractor shall be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act. The Contractor shall pay the labourers - skilled and unskilled- according to wages prescribed by Minimum Wages Act applicable to the area in which the work lies.

Wages to be paid to the skilled and unskilled labours employed by contractor.

Clause 52 : All amounts whatsoever which the Contractor is liable to pay to the Council 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 Council to the Contractor,

ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Council to the Contractor for execution by him of the work and/ or for which advances have been given by the Council to the Contractor shall be deemed to be arrears of the land revenue and Council without prejudice to any other rights and remedies of the Corporation/Council recover the same from the contractor as a arrears of land revenue

Clause 53 : The Contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971 as amended from time to time and all other relevant 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 and contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971. If the contractor fails or neglect to pay wages at the said rates or makes short payment and the Council makes such payment of wages in full or part thereof less paid by the contractor, as the case may be, the amount so paid by the Council to such workers shall be deemed to be debt payable by the Contractor and the Council shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the Council to the contractor hereunder or from any other amounts payable to him by the Council .

Clause 54 : Where the work are required to work near Machine and are liable to accident they should not be allowed to wear loose clothes like Dhoti, Jhabba etc.

Clause 55 : The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there

under from time to time

Clause 56 : In view of the difficult position regarding the availability of the Foreign exchange, no foreign exchange, will be released by the Department for the purchase of the Plant and Machinery required for the execution for the work concerned work.

Clause 58 (A) : Conditions of Malaria Eradication.

Anti-Malaria and other health measures.

- a) The anti malaria and the health measures shall be as directed by the Joint Director (Malaria and Filarial) of Health Service, Pune.
- b) Contractor shall see that most autogenic conditions are not created so as to keep vector population to minimum level
- c) Contractor shall carry out anti malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (M & F) of Health Services, Pune
- d) In case of default in carrying out prescribed anti malaria measures resulting in increase in malaria incidence contractor shall be liable to pay to Government the amount spent by Government on anti malaria measures to control the situation in addition to fine.
- e) Relations with Public Authorities.
The contractor shall make sufficient arrangements for draining away the sullage water as well as water coming from the bathing and washing places and shall dispose of this water in such a way as not to cause, any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers.

The contractor shall comply with all rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charge which are leviable on him without any extra cost to Government

Clause 58 (B) : The successful contractor will have to enter into agreement in form specified by Council on a stamp of required amount as per rules in force. The stamp charges shall be borne by the contractor

Clause 59 : PRICE VARIATION CLAUSE:

If during the operative period of the contract as defined in condition (1) 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, Govt. of Maharashtra &/or in the Wholesale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Govt. of India or in the price of petrol/oil & lubricants & major construction materials like bitumen, cement, steel, various types of metals pipes etc. then subject to thje other conditions mentioned below, price adjustment on account of

- i. Labour component
- ii. Material component
- iii. Petrol, oil & lubricant components
- iv. Cement components
- v. HYSD & mild steel components
- vi. Cement component
- vii. CI & DI pipes component

Calculated as per the formula hereinafter appearing, shall be made. Apart from these, no other adjustment shall be made to the contract price for any reason whatsoever. Component percentage as given bellow is as of the total cost of work put to tender. Total of labour, material & POL components shall be 100 & other components shall be as per actuals.

- i. Labour component (K₁)%
- ii. Material component (K₂)%
- iii. Petrol, oil & lubricant components (K₃)%
- iv. Cement components
- v. HYSD & mild steel components
- vi. Cement component
- vii. CI & DI pipes component

Note- if Cement, steel, bitumen, CI & DI pipes are supplied on Schedule-A, than respective component shall not be considered. Also, if particular component is not relevant same shall be deleted.

1) Formula for Labour components:

$$V_1 = 0.85P \times \frac{K_1}{100} \times \frac{L_1 - L_0}{L_0}$$

Where

V₁= Amount of price variation in Rupees to be allowed for Labour components

P= Cost of work done during the Quarter under consideration minus the cost of cement, HYSD and mild steel, Bitumen, CI & DI pipes calculated as the basic star rates as applicable for the tender, consumed during the quarter under consideration.

K₁= Percentage of LABOUR component as indicated above

L₀= Basic Consumer Price Index for ----- center shall be average consumer price index for the preceding months in which the last date prescribed for receipt of tender falls.

L₁= Average consumer price index for ----- center for the quarter for the consideration.

2) Formula for Material components:

$$V_2 = 0.85P \times \frac{K_2}{100} \times \frac{M_1 - M_0}{M_0}$$

Where

V₂= Amount of price variation in Rupees to be allowed for Material components

P= Same as work out for labour component

K₂= Percentage of Material component as indicated above

M₀= Basic Wholesale Price Index shall be average Wholesale price index for the preceding months in which the last date prescribed for receipt of tender falls.

M₁= Average wholesale price index for the quarter under consideration

3) Formula for petrol, oil & lubricant components

$$V_3 = 0.85P \times \frac{K_3}{100} \times \frac{P_1 - P_0}{P_0}$$

Where

V₃= Amount of price variation in Rupees to be allowed for POL components

P= Same as work out for labour component

K₃= Percentage of petrol, oil & lubricant components component as indicated above

P₀= Average price of HSD at -----, during the preceding months in which the last date prescribed for receipt of

tender falls.

P₁= Average price of HSD at -----during the quarter under consideration

4) Formula for Bitumen components

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

Where

V₄= Amount of price variation in Rupees to be allowed for Bitumen components

Q_B= Quantity of bitumen (Grade) in metric tonne used in the permanent works & approved enabling works during the quarter under consideration

B₁=Current, average ex-refinery price per metric tone of bitumen (Grade) under consideration excluding Goods and service tax during the quarter under consideration.

B₀= Basic rate of bitumen in Rupees per metric tonne as considered for working out value of P or average ex- refinery price in Rupees per metric tonne excluding good and service tax of bitumen for the grade of bitumen under consideration during prevailing preceding the month in which the last date prescribed for receipt of tender fall whichever is higher.

5) Formula for HYSD & mild steel components

$$V_5 = S_0 \times \frac{(S_{l1} - S_{l0})}{S_{l0}} \times T$$

Where

V₅= Amount of price variation in Rupees to be allowed for HYSD / mild steel components

S₀ = Basic rate of HYSD / mild steel in rupees per matric tonne excluding GST as considered form working out value of T. S_{l1}= Average steel index as per RBI bulletin during the quarter under consideration

S_{l0}= Average of steel index as per RBI bulletin for the preceding month in which the last date prescribed for receipt tender falls.

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

6) Formula for cement components

$$V_6 = \frac{\{ C_0(C_{l1}-C_{l2}) \}}{C_{l0}} T$$

Where

V_6 =Amount of price escalation in Rupees to be allowed for cement components

C_0 = Basic rate of cement in Rupees per metric tonne excluding GST as considered for working out value of P.

C_{l1} = Average cement index published in the RBI bulletin for the quarter under consideration

C_{l0} =Average of Cement Index published in the RBI Bulletin for the preceding the month in which the last date prescribed for receipt of tender falls.

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

7) Formula for CI/DI pipe Component:

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

Where

V_7 =Amount of price escalation in Rupees to be allowed for CI/DI pipe component.

D_0 =Pig iron basic price in Rupees per tonne excluding GST considered for working out value of P.

D_1 =Average pig iron price in Rupees per tonne during the quarter under consideration (Published by the Institute of Indian foundrymen)

Q_d =Tonnage of CI/DI pipes used the works during the quarter under consideration.

The following conditions shall prevail:

i) The operative period of the contract shall mean the period commencing from the date of the work order issued to the contractor & ending on the date on which the time allowed for the completion of work specified in the contract for work expires, taking in to considering the extension of time, if any, for completion of the work granted by Engineer under the relevant clauses of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the contractor. The decision of Engineer as regards the Operative period of the contract shall be final & binding on

the contractor. Where any compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices L₁, M₂, P₁, B₁, SL₄, CL₁, D₁ to levels corresponding to the date from which such compensation is levied.

ii) This price variation clause shall be applicable to all contracts in B1, B2 and SBD forms but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this clause.

iii) Price variation under this clause shall not be payable for the extra items required to be executed during the completion of the work & also on the excess quantities of items payable under the provision of Clause 41/37/38 of the contract form B1/B2/SBD respectively. Since the rates payable for the extra items or the extra quantities under Clause 41/37/38 are to be fixed as per the current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion/execution of extra items as well as extra quantities under Clause 41/37/38 of the Contract Form B1/B2/SBD extends beyond the operative date of the DSR, then rates payable for the same beyond that date shall be revised with reference to the current DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the contract, whichever is less

iv) This clause is operative both ways i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor & if it is on the negative side, implementing agency shall be entitled to recover the same from the contractor & the amount shall be deductible from any amounts due & payable under the contract.

v) To the extent that full compensation for any rise or fall in costs to the contractor is not entirely covered by the provisions of this or other clauses in the contract, the unit rate & price included in the contract shall be deemed to include amount to cover the contingency of such other actual rise or fall in costs.

vi) Calculation for working out escalation payment on account of material, labour & POL will be restricted to 2 digits only.

Clause 60 : The contractor shall provide and maintain *Insurance* barricades, guards, guard rails, temporary bridges and

walkways, watchmen, headlights and danger signals illuminated from sunset to sunrise and all other necessary appliances and safeguards to protect the work, life, property, the public excavations, equipment and materials. Barricades shall be substantial construction and shall be painted such as to increase their visibility at night. For any accident arising out of the neglect of above instructions, the contractor shall be bound to bear the expenses of defence of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay all damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person.

Clause 61 : The contractor shall take out necessary insurance policy /policies so as to provide adequate insurance cover for execution of the awarded work from the Director of insurance Maharashtra State Mumbai. However if contractor desire to effect insurance with local office of any insurance company same should be under the Co-insurance-come- servicing arrangement approved by the director of insurance if the policy taken out by the contractor is not Co - Insurance basis(GIF- 60% and insurance company -40%) the same will not be accepted and the amount of the premium calculated by director of insurance will be recovered directly from the amount payable to the contractors for the executed contract work.

- 1 Loss of or damage to the Civil and Mechanical and Electrical equipments supplied/installed including the materials such as pipes, valves, specials etc. brought on site

Loss of or damage to contractor"s equipments including his vehicles.

Loss of or damage to property (except the works, Plant material and Equipment) in connection with the contractor, and :

Personal injury or death due to vehicles of the contractor and or due to any accident that may arise at or around the site to the Contractor personnel or to the Council staff or to any other person not connected with Council /Contractor

- 2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the date of actual starting of work. All such insurance shall provide for compensation to be payable in the types of proportions of currencies required to rectify the loss or damage incurred
- 3 If the contractor did not produce any of the policies and certificates required the Engineer may effect the Insurance for which the contractor should have produced the policies certificates and recover the premium it has paid from payment otherwise due to the contractor or, if no payments due to payment of the premiums shall be of debt due.
- 4 Alternations to the terms of an insurance shall not be made without the approval of the Engineer
- 5 The minimum insurance cover for loss damages to physical property, injury and death shall be 10% of the contract cost per occurrence with number of occurrences as 3(Three). After each occurrence the contractor shall pay additional premium necessary so as to keep the insurance police valid always till the defect liability period is over
- 6 No payment will be released to the contractor until the insurance coverage with the Govt. Insurance fund, Maharashtra State is provided and unless the proof of insurance coverage is produced by the Contractor to the Engineer-in-Charge

Clause 62: During execution of work excavation is required to be carried out for various sub-works for which royalty is required is to be paid by the contractor.

During execution of work and till completion if point of royalty is raised by collector office it will be sole responsibility of the contractor to pay royalty charges/compensation if any to concern. Until the certificate from the collector office regarding royalty charges is not submitted by the contractor, final bill and security deposit for such work will not be payable to the contractor.

**Chief Officer
Mudkhed Municipal Council**

GENERAL SCOPE OF WORK

**MUDKHED MUNICIPAL COUNCIL
TAL. MUDKHED, DIST.NANDED**

NAME OF WORK : MUDKHED NAMO GARDEN DEVELOPMENT
UNDER VAISHISHITAY PURN PROGRAM
TALUKA: MUDKHED DISTRICT:NANDED

GENERAL SCOPE OF WORK

Contractor

No. of correction

Chief Officer

SCHEDULE-A

Mudkhed Municipal Council
Tal.Mudkhed, Dist.Nanded

Name Of Work : MUDKHED NAMO GARDEN DEVELOPMENT UNDER VAISHISHITAY PURN PROGRAM, TALUKA: MUDKHED DISTRICT:NANDED

MATERIAL TO BE ISSUED UNDER SCHEDULE "A"

Statement showing the material to be supplied from the store for the work contracted to be executed and preliminary and ancillary works and the rate at which they are to be charged.

<i>Sr. No.</i>	<i>Particulars of Material</i>	<i>Approx. Quantity & Unit</i>	<i>Rate at which the material will be charged for</i>	<i>Place of delivery</i>
1	2	3	4	5
1		NIL	Nil	-

Contractor

No. of correction

Chief Officer

Mudkhed Municipal Council

NAME OF WORK : MUDKHED NAMO GARDEN DEVELOPMENT UNDER VAISHISHITAY
PURN PROGRAM, TALUKA: MUDKHED DISTRICT:NANDED

Tal. Mudkhed, Dist.Nanded

CONDITIONS FOR MATERIAL SCHEDULE “A”

1. Other materials except as shown in Schedule “A” required for the work shall be procured and supplied by the contractor at his cost. In such cases the test certificate for their quality shall have to be produced by the contractor.
2. Material shall be available for delivery on any working day from 11.00 A.M. to 05.00 P.M. with at least week's intimation in advance.
3. The contractor shall maintain proper account of consumption of all material supplied to him by the department as per Schedule „A” in the register which may be if required, modified as prescribed by Mudkhed Municipal Council and shall submit the extract of the same monthly to the Engineer in charge. The Engineer in charge shall reserve the right to stop further issue of material to the contractor, if monthly account of the previously issued material is not submitted by the contractor. He shall be fully responsible for the consequence arising out of this.

The contractor shall be responsible for proper handling and safe custody of material issued to him by Municipal Council, for use on the work and shall return to Government all surplus material after completion of work, if and as ordered by the Chief Officer vide Clause 12 of B.1 Form. The cost of damages or unserviceable material as would be fixed by the Engineer-in-charge shall be recovered from the contractor. The material, which is not found, accounted properly after considering reasonable percentage of wastage shall be charged at panel rates or determined by the Engineer-in-charge

4. The contractor shall at his own cost make arrangement for storing cement brought by him by constructing a pakka shed and platform, etc. with double locking arrangements. Any damage to the cement due to inadequate

Contractor

No. of correction

Chief Officer

provision of store theft, etc. will to the account of the contractor.

5. If there is delay in supplying the materials due to reasons outside the control of the Department or due to the materials being out of stock, no claim for compensation will be considered on the ground of delay in the supply of materials.
6. All the materials mentioned in Schedule "A" required for the work shall be obtained from the Department's store only where otherwise provided. The material obtained from other sources shall not be allowed to be used except under written permission of the Engineer-in-charge and after producing necessary test certificate.
7. The contractor shall inspect the material thoroughly before taking delivery of the same and shall take the delivery in good and sound condition and sign the unstamped receipt in token of receipt. Damages to the material noticed afterwards will be to the account of the contractor.
8. Quantities in Schedule "A" are approximate and shall vary according to actual and bonafied use.
9. All the materials remaining unused after the completion of the work are to be returned to Municipal Council at their store at the cost of the contractor and the credit if due will be given as per rules enforce.
10. Once the materials are issued to the contractor at the Mudkhed MC"s store, he shall remove the same immediately to his stores, failing which rent as decided by Engineer-in-charge shall be recovered from the contractor.
11. The contractor shall submit account of all the materials issued to him previously before demand for any fresh materials is made. Materials that cannot be accounted for shall be recovered from him at the rates decided by the Chief Officer/Engineer in charge.
12. The contractor will have to provide the manufacturer test report from Government Laboratory regarding steel to be provided by the contractor.
13. If the contractor fails to return the balance materials with the firm, the same shall be recovered at two times the issue rate or at the prevailing market rate, whichever is higher.
14. C.I. flanged and S/s specials required other than that not available with the

department for the work will be supplied by contractor as per necessity of the work.

15. The contractor shall be responsible for safety of materials (even if it is laid in ground) till satisfactory Hydraulic Test is completed and work is finally handed over to the Mudkhed MC.
16. If the material supplied to the contractor at the place other than mentioned in Schedule „A", the transport charges will be paid as per prevailing DSR for the shortest between stipulated place of delivery and actual place of delivery. In addition Octroi on such a material, if paid by the contractor, same shall be reimbursed to the contractor on production of proof of payment of such charges to Municipal Corporation/Council.

SCHEDULE-B

ANNEXURE-1**INFORMATION ABOUT WORK IN HAND**

(To be supported with certificate signed by concerned Superintending Engineer/City Engineer) in case Col. 8 shows the cost of completed work as more than 80%)

Sr. No .	Name of Works	Name of Division /MC	Accepted Tender Cost.	Cost of supply of pipes	Balance cost (4-5)	Cost of work completed as on (Excluding supply of pipe)	Proportion of Col.7 to Col.6 %	Reason for delay (if any) for completion of balance work.
1	2	3	4	5	6	7	8	9

Contractor

No. of correction

Chief Officer

ANNEXURE-2

**DETAILS OF MACHINERY AVAILABLE WITH THE TENDERER
FOR THE USE ON THIS WORK**

Sr.No	Name of Equipment	No. of unit	Name of Make	Capacity	Age and Condition	Remark

Contractor

No. of correction

Chief Officer

ANNEXURE-3

FORM OF BANK GUARANTEE
BANK GUARANTEE
(Security for Performance)

In consideration of the Chief Officer (hereinafter called "Mudkhed Municipal Council" (Mudkhed MC) having agreed to exempt hereafter called "The said contractor") from the demand, under the terms and conditions of an Agreement dated (hereafter called "the said Agreement") made between the Chief Officer Mudkhed MC and the said contractor for the Security Deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement, on production of the Bank Guarantee

for Rs _____ (In _____ words Rs _____) we, (hereinafter referred to as "the Bank" at the request of the said contractor do hereby undertake to pay to the MJP/MC an amount not exceeding the above said amount of Guarantee against any loss or damage caused to or would be caused to or suffered by the MJP/...MC by reason of any breach by the said contractor or any of the terms or conditions.

2. We, _____ do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, in hereby on a demand from the Mudkhed MC stating that the amount claimed is due by way of loss or damage caused to or would be to or suffered by the Mudkhed MC by reason of breach of the said contractor of any of the terms or condition contained in the said agreement or any reason of the contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding the above said amount Guarantee.

3. WE undertake to pay to the Mudkhed MC any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us

Contractor

No. of correction

Chief Officer

for making such payment

4. We _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continued to be enforceable till all the dues of the MUDKHED MC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged till MUDKHED MC certified that the terms and conditions of the said Agreement have been duly and properly carried out by the said contractor and accordingly discharges this guarantee unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.

5. We _____ further agree with the MUDKHED MC that the MUDKHED MC shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Mudkhed against the said contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from any liability by reason of any such variation, or extension being granted to the said contractor, or for any forbearance act or omission on the part of the MJP/...MC any indulgence by the MUDKHED MC to the said contractor or by any such matter or thing whatsoever which under the law to sureties would, but for these provisions, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or of the Contractor.

7. We, lastly undertake not revoke this guarantee during its currency except with the previous consent of the MUDKHED MC in writing.

Dated the _____ day of _____ 2026-27

For _____
(Indicate the name of the Bank)

Note: However, these forms will be as per the current practices of MUDKHED MC and Banks.

ANNEXURE-4**UNDERTAKING FOR GUARANTEE**

I/We Guarantee that :

- 1 I/We will replace repair and adjust free of all charges to the employer any part of the work which fails to comply with the Specifications or amendment to such specifications as refereed to in our specifications attached to tender, fair were and tear except until the completion and for a period mentioned under clause 20 from the date or completion of contract.
- 2 All the work will be reliable.
- 3 All the work will be of a type which has been proved in service to be suitable for the duty required by the specifications and will be manufactured and tested in accordance with the appropriate standard specifications approved by the Engineer-in-charge.
- 4 I/We accept the abide by the clause relating to quality and guarantee of work.

DATE :

CONTRACTOR

ANNEXURE-5

DECLARATION BY CONTRACTOR

Contractor

No. of correction

Chief Officer

Mudkhed Municipal Council
Tal.Mudkhed, Dist.Nanded

**Name of work:- Mudkhed Namo Garden Development under Vaishishyat Purn
Tal.Mudkhed, Dist.Nanded**

DECLARATION

I hereby declare that I have made myself thoroughly conversant with the local conditions regarding all materials such as stones, murum, sand, availability of water etc. and labour on which I have based my rates for this work. The specifications and requirements of lead for this work have been carefully studied and understood by me before submitting the tender. I undertake to use only the best materials, to be approved by the Chief Officer/Engineer in charge of the work or his duly authorized representative, before starting the work and also to abide by his decision.

I hereby undertake to pay the labours engaged on the work as per Minimum Wages Act 1984 applicable to the zone concerned.

Contractor's Signature

ANNEXURE-6

COLLABORATION AGREEMENT

Annexure-B

COLLABORATION AGREEMENT

This agreement made at (Place)_____ this day (date, month and year) between M/s. _____ (Name of the bidder, who intends to collaborate and its registered office address) here-in-after referred as (Principal contractor) which expression shall unless it be repugnant to the context or contrary to the meaning there of be deemed to mean and includes its successors in business and permitted assigns of the ONE PART and M/s _____(name of the collaborator and its registered address) here-in-after referred as (Collaborator) which expression shall unless it be repugnant to the context or contrary to the meaning there of be deemed to mean and includes its successors in business and permitted assigns of the OTHER PART.

WHERE AS

- 1) Mudkhed Municipal Council has floated a tender for the
Mudkhed Namo Garden Development under Vaishishtay Purn Program
Ta -Mudkhed Dist-Nanded

(Principal contractor) ----- registered with Maharashtra Jeevan Pradhikaran/MCGM/MIDC/CIDCO/ANY GOVT ORGANIZATION in Class ----- is a well-established contractor engaged in the activities of execution of water supply projects.

1. (Collaborator) -----Registered with Maharashtra Jeevan Pradhikran/MIDC/MCGM/CIDCO/ANY GOVT in Civil/Mechanical Class-----
-- is well established contractor having the experience of work mentioned in para 4.
1. The principal contractor desires to collaborate with the collaborator for execution of following works, as he don't have sufficient experience of this particular work included in tender as mentioned in para 1 above.

Sr.No.	Name of work	Amount
	Total :-	

Contractor

No. of correction

Chief Officer

(Note :- *It is obligatory to furnish above information otherwise collaboration agreement will not be considered*).

1. The Parties hereto have come together to set up a collaboration in order to quote for the tender mention in para 1 above and on award of the tender to jointly execute the work as mentioned in para 4 above as well as to guarantee it's perfect execution utilizing the technical experience. The principal contractor involved in this collaboration, directly or indirectly will hold fully responsible towards MJP/..... Municipal Corporation to look after the execution of the said work as per the terms and conditions and specifications mentioned in tender.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER

:-

- 1) In consideration of the mutual understanding, trust and confidence each of the parties in other, they have mutually agreed to form a collaboration to submit the tender and if the tender is accepted by the Chief Officer, Mudkhed Municipal Council then carry on the business as a collaboration in respect of development and execution of the said work in accordance with the terms and conditions that may be imposed or agreed by and between the Mudkhed Municipal Council and the Principal contractor hereto.
- 2) The collaborator shall be responsible for completion of works for which the collaboration is made, however the principal contractor shall be ultimately responsible and liable for completion of entire works in accordance with the terms and conditions on which the award to execute the work is made by Mudkhed Municipal Council under the said tender.
- 3) In the event of any dispute or difference or misunderstanding arises between both of them in course of execution of the work after the award of the work to the Principal contractor by Mudkhed Municipal Council, the same shall be referred to Secretary, UDD and his decision in this respect shall be final and binding on both the parties.

IN WITNESS WHERE OF the parties hereunto have set and subscribed there respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE WITH NAME

(Name of First Party) (Name of Second Party) WITNESS :-

1.

2.

Contractor

No. of correction

Chief Officer

Annexure-VII

Details of audited turnover executed by the contractor in last five years and existing commitment of ongoing works

(In Cr)

Sr.No	Name of Works	Name of Division/M C	Accepted Tender Cost	Amount of Work Completed					Amount of balance work	Remarks
				2019-20	2020-21	2021-22	2022-23	2023-24		

Abstract for BID Capacity Calculation

Details of audited turnover expected by the contractor in last five years and existing commitment of ongoing work.

Year	Max. value of engineering works executed in the year	Maximum value of engineering works executed by the the contractor in any one year, during the last five years		Remarks
		Value	Year	
1	2	3	4	5
2019-20		Write the max value here	Write concerned year here	
2020-21				
2021-22				
2022-23				
2023-24				

Contractor

No. of correction

Chief Officer

(Rs. In Crore)

<u>Year</u>	Value of existing commitment of ongoing work to be completed during next N years	Total value of existing commitment of ongoing work to be completed during next N years. (B)
1	2	3
2023-24		
2024-25		
2025-26		

Maximum value of engineering (Civil/ Electrical/ Mechanical as relevant to work being procured) works executed in any one year during the last five years (updated at the current price level), taking into account the completed as well as works in progress. (A) =.....

No. of year prescribed for completion of work for which present tender are invited (N) =

Total value of existing commitment of ongoing work to be completed during next N years (B) =

Note :-

- Since all the data is pertaining to the contractors own performance, the contractors are requested to provide its bidding capacity for this work by furnishing the calculations and supporting documents duly certified by chartered accountant to prove its contentions
- Ongoing works and works were contractor is lowest and for which letter intent has been issue to the contractor shall be considered in the calculation of value of existing commitment and ongoing works. (B)
- The statement showing the value of existing commitments of ongoing works during next N years for each of works in the list should be counter signed by Engineer-in-charge not below the rank of Chief Officer or equivalent officer or head of any other Govt/semi Govt. organization.
- Submission of false information results in blacklisting of the contracting agency.
- Bidder shall submit the affidavit as per the format provided in the Annexure 14.
- Bidder shall submit the self declaration as per the format provided in

Contractor

No. of correction

Chief Officer

Annexure 15.

- Annual turnovers and Bid capacity calculations shall submitted in contractors letter head with signature of contractor. Same shall be submitted due verified certification of the Chartered Accountant.
- If support documents are not found uploaded, bid capacity will not be taken into account which will result in disqualification for this tender .

ANNEXURE-8

BAR CHART

Sr.No.	Name of Work	Months											

Contractor

No. of correction

Chief Officer

ANNEXURE-XIII

SELF DECLARATION

I age.....years occupation business
 residing at
do hereby state on oath as under :-

That I am proprietor / Director / Partner / Power of Attorney Holder of the company name
 and style as M/s.....having its address at

That I further say that M/s ----- is **not black listed** by any Government
 / Semi Government Organization / any Local Bodies and any other Private Bodies.

Whatever information of documents submitted for registration are true and correct as per my
 knowledge. I take full responsibility regarding genuineness of documents submitted by me.

Date :-

Place :-

Signature of Contractor

Annexure - XIV

Name of work :-

Date :-

Draft Affidavit Regarding**The work in hand & work where bids have been submitted**

I / We hereby declare that, I / We have bidden for for the work of _____ and at the date of bided in the below given Table – I (A). The following works amounting to Rs. _____ Crores are the balance works. Which are yet to be executed by my / our firm.

Table I (A) During th next _____ Years

Sr. No.	Description of works	Place & State	Contract No. & Date of W.O.	Name & Address of Department	Accepted Tender Cost Rs. (In Lakhs)	Sanction date of Completion
1	2	3	4	5	6	7
Ongoing works						

Details of ongoing works			Value of works remaining to be completed (Rs. In Lakhs)	Reasons for delay
Expenditure	Expected progress in % & Amount	Actual progress % & Amount		
8	9	10	11	12
To be certified by CA.				

Similarly in the works mentioned in the table 1 (b) , my / our firm is lowest and the tender Iis approved and work order is yet to issued. The cost of such work in is Rs. _____cr.

Contractor

No. of correction

Chief Officer

Table 1 (B)

Sr. No.	Description of works	Place & State	Contract No. & Date of W.O.	Name & Address of Department	Accepted Tender Cost Rs. (In Lakhs)	Sanction date of Completion
1	2	3	4	5	6	7
Tender where bidder is lowest and tender is approved, work order to be issued.						

Details of ongoing works			Value of works remaining to be completed (Rs. In Lakhs)	Reasons for delay
Expenditure	Expected progress in % & Amount	Actual progress % & Amount		
8	9	10	11	12
To be certified by CA.				

I / We here by declare that, the above given information is true as on _____ the day of month year ____ . No any information is false and misleading, I have not abandond any work or action under clause 3 (c) is not executed against me / our firm. I am not black listed for any of the work.

If information is above table is found to be false or in complete or the department finds that any information is hidden by me / our firm, the department will have all the liability to debar my firm from this binding or any further binding and department can black listed my / our firm for the period as it may find suitable for such action.

Date : -	Signature
Place :-	Name of the firm

Annexure - XV**Self Declaration**

- All the information provide in the forms, statements and attachments submitted in proof of the qualification requirements are correct. No any misleading or false information provided.
- I have not abandoned the works and I have properly completed all the contractor in time.
 - I have / have not participated in the previous biddings for the same work and had/ had not quoted unreasonably high bid prices and could not furnish rational justification
- The details of litigation history is as below.

Name of Other party(s)	Cause of Dispute	Litigation where (Court/arbitration)	Amount involved
------------------------	------------------	--------------------------------------	-----------------

- I am not financially failed.

Annexure XVI

Affidavit (on Rs.500/- Stamp Paper)

I.....age.....address.....

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

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

(Signature of contractor)
(Seal of company)

Annexure XVII

स्विघोषणापत्र

(on Rs.500/- Stamp Paper)

मी / आम्ही याद्वारे असेनमदु करतो की, महाराष्ट्र महानगरपालिका अधिनियम १९४९ चे किम१० (फ) च्या तरतुदीच्या ज्या खाऱी उद्धृत केलेल्या आहेत मादहत आहे. आम्ही गंभीरपणे नमदू करतो की, महानगरपालिके शी ककया महानगरपालिके च्या अधिनियमकं महानगरपालिकेनेकं महानगरपालिकेच्या ितीने करण्यात येणाऱ्यासंविदेमध्ये महापालिके च्या कोणत्याही नगरसेविकाचा कोणताही दहस्सा कं दहतसंबंधकं आमच्याशी भागीदारी नाही.

ननविदा धारकाचे : -----
नाऱि -----
पत्ता : -----

ददनांक: ----/----/----

ननविदा धारकाची सही

साक्षीदाराचे नाऱि : -----

पत्ता : -----

ददनांक: ----/----/----

साक्षीदाराची सही

Signature Not Verified

Digitally signed by KULKARNI ANANT
GUNWANTRAO
Date: 2026.05.08 08:17:47 IST
Location: Maharashtra-MH
Chief Officer