



## MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

### TENDER DOCUMENT

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### TENDER FOR

**Name of Work** : DG - SINNAR(G.C.) INDUSTRIAL AREA...M & R to Roads at Sinnar Industrial Area... Removing illegal encroachment along roadside, open spaces, reserved spaces, amenity spaces in Sinnar Indl Area



## MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

**Work Name :** DG - SINNAR(G.C.) INDUSTRIAL AREA...M & R to Roads at Sinnar Industrial Area... Removing illegal encroachment along roadside, open spaces, reserved spaces, amenity spaces in Sinnar Indl Area

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## MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

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### TENDER NOTICE NO.

E Tenders are invited for the work "M & R to Roads at Sinnar Industrial Area... Removing illegal encroachment along roadside, open spaces, reserved spaces, amenity spaces in Sinnar Indl Area" having estimated cost of Rs. 13,18,448.00 from the contractor registered with PWD/ Govt. of Maharashtra/ CPWD/ MES/Railways/ CIDCO/MJP in appropriate class or unregistered. (If estimated cost of the work is more than Rs.150 lakhs)

The blank tender forms are available on Mahatenders Portal on website <<https://mahatenders.gov.in/>>. The Tenderers are requested to download the entire tender document from MahaTender's website. The last date of submission of E Tender documents duly filled in shall be upto and shall be opened on the same day if possible. For further details please see detail tender notice on MahaTender's website.

Right to reject any or all tenders without assigning any reason there of is kept reserved by the competent authority.

-----NOTICE ENDS HERE-----

## DETAILED TENDER NOTICE NO.

E tenders are invited from eligible contractors for the following work. The details of tender are given below. An amount given below towards Earnest Money Deposit (Bid Security) & cost of blank tender & application support amount should be paid online and online payment for erection of Asphalt plant with in 50 Km from site location.

The tender will be considered only if the enclosures are in proper order. The Earnest Money Deposit (Bid security) will be forfeited in case, after the acceptance of the tender, the contractor refuses to pay the Security Deposit as noted below, within the specified time limit. Otherwise it will be refunded. The work is to be completed within the stipulated time as noted below.

|     |   |  |
|-----|---|--|
| 1.  | Name of Work  | DG - SINNAR(G.C.) INDUSTRIAL AREA...M & R to Roads at Sinnar Industrial Area... Removing illegal encroachment along roadside, open spaces, reserved spaces, amenity spaces in Sinnar Indl Area   |
| 2.  | Estimated Cost  | Rs 13,18,448.00  |
| 3.  | Bid Security<br>(Earnest Money Deposit)                 | Pay Rs 13,200.00 online  |
| 4.  | Application Support Amount<br>(inclusive of GST at 18%) | Rs. 1180/- pay online (Non-refundable)   |
| 5.  | Performance security<br>(Security Deposit)              | Pay Initial security deposit Rs 26,400.00 or 2.00% of tendered cost whichever is higher. S. D. in the form of DD/BG. (BG will be accepted when amount of S.D. is more than Rs.50,000)<br><br>Rs 39,600.00 or 3.00% of tendered cost whichever is higher to be deducted through RA bills. |
| 6.  | Cost of Blank Tender Form<br>(inclusive of GST at 18%)  | Rs 4,720.00 pay online (Non Refundable)  |
| 7.  | Deposit for Asphalt Plant                               | Not Required, Rs 0   |
| 8.  | Additional Performance Security                         | To be paid as per additional performance security clause   |
| 9.  | Time Period   | 12 Months Including monsoon  |
| 10. | Pre-Bid Meeting Date And Time                           |  |
| 11. | Availability of blank tender form                       | To (to be downloaded from the MahaTenders site <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> ).  |

|     |  |  |
|-----|--|--|
| 12. | Queries of contractor                                | Will be received by MahaTenders upto   |
| 13. | Reply to queries & MIDC clarification                | Will be published on the website on  |
| 14. | Last date of submission of Tender                    | hrs. @ MahaTender website.   |
| 15. | Date of opening of tender<br>Place of Tender Opening | hrs. (if possible)<br>Executive Engineer office, Nashik  |
| 16. | Class of registration                                | VI   |
| 17. | Eligibility  | Contractor shall have registered in class VI & above with PWD Govt. of Maharashtra /CPWD/MES/Railway/MJP/CIDCO and having experience of executing any single respective civil work costing more than 7.00 lakhs during last 5 financial . in all respect in Govt./Semi Govt./ Local Bodies such as MIDC/CIDCO/MJP and certified by the officer not below the rank of Executive Engineer. |
| 18. | Compensation   | Rs 500.00 per day for delay in work execution/ completion of work.   |
| 19. | Validity of offer                                    | 120 days from the Last date of submission of the tender.<br>(From opening of First Envelope)   |

1. IMPORTANT NOTE :

A. The information regarding the tender & the facility to download it, will be available on Mahatenders Portal on website <https://mahatenders.gov.in/>. The downloaded & duly completed tender form shall be submitted (by eligible contractors only) without making any change in the script of tender document. If after submission of tender, it is noticed that the tender script is modified in any manner whatsoever, the tender will be summarily rejected. Contractors may upload their queries before expiry of query period. The replies to the queries received before the due date, will be published on the website along with MIDC clarification (if any) which should be downloaded by the tenderer. The document of reply to the queries of the contractor and MIDC clarification (if any) will form part & parcel of the tender document & the clarifications given in the document will supersede the provisions of the tender. After the tender is accepted & offer letter is issued to the contractor, agreement shall be executed with the contractor on the tender copy prepared/printed by MIDC

B. Contractor must pay online:-

- a. EMD amount (Bid security).
- b. Cost of Blank tender form.
- c. Application support amount.
- d. Deposit for erection of asphalt plant.(If applicable)

2. The tenderer shall upload scanned copy / copies,of the following documents at appropriate place Envelope No.1 shall contain :

- 1) Scanned from original copy of valid Registration Certificate in appropriate class issued by PWD (GoM)/CIDCO/ Railways MJP/ MES/ CPWD.
- 2) Professional Tax Registration Certificate for employees in E category.
- 3) GSTIN registration certificate.
- 4) Copy of PAN card.
- 5) Work Experience certificate (Signed by the officer not below the rank of Executive Engineer) as specified in Eligibility criteria during any of last 5 financial years executed in Govt. Dept./ semi Govt. / Local bodies for work costing not less than 50% tender cost as specified elsewhere. The value of work will be updated at 10% per annum (Compounded) by multiplying values with applicable factor i.e. 1.1, 1.21, 1.33, 1.46 & 1.61 as the case may be.
- 6) Certificate from PWD authority regarding fitness and location of Asphalt plant. If the asphalt plant is not within 50 Kms. from site of work, the tenderer will have to pay the deposit for asphalt plant online. The document of ownership or rent agreement of plant shall be enclosed as specified and undertaking for shifting of asphalt plant within 50 km before one month of start of asphalt work.
- 7) Affidavit from tenderer on stamp paper of Rs.500/- duly notarized, regarding non blacklisting and action under Indian Penal Code for false/fraudulent documents as per format enclosed in the tender document.
- 8) The copy of valid electrical license issued by PWD GoM (applicable for electrical and mechanical works).

NOTE: -The lowest bidder shall produce the originals of uploaded documents within 5 working days from date of opening of the tender in the office of the opening authority for verification, failing which the authority reserves the right to reject the tender.

Envelope No.2 shall contain Price Bid:

#### IMPORTANT CONDITIONS -

1. The Submission of tender shall be done in the manner prescribed by MIDC only.
2. If the contents of Envelope No.1 are not found as per the requirements of MIDC, the Envelope No.2 will not be opened at all & the tender shall be summarily rejected.
3. Tenderer should digitally sign in e-tendering system.
4. The tenderer shall be bound to keep open the offer upto 120 Days from the Last date of submission of the tender.(i.e. from opening of First Envelope of tender)
5. The acceptance of the tender rests with the competent authority which does not bind itself to accept the lowest tender & reserves the right to reject any or all tenders without assigning any reason thereof
6. The notes & conditions stipulated in this notice & elsewhere in the tender shall form the part and parcel of the agreement.
7. If it is found that the information submitted is misleading/ false or if it is found that certain information is hidden, then the contractor will be disqualified during any stage of tender process & even after opening of tender
8. If any tenderer discloses/try to discloses in any manner whatsoever his offer in any other place than envelope No.2, his tender will be summarily rejected.



## SCOPE OF WORK

**Name of Work:- M & R to Roads at Sinnar Industrial Area... Removing illegal encroachment along roadside, open spaces, reserved spaces, amenity spaces in Sinnar Indl Area**

**The scope of work includes removal of encroachment done by villagers/ plot holder in the sinnar indl. area and also in road land width of main road & other road with help of JCB, Dumper, skilled and unskilled manpower etc.**

**Note:-**

- 1) The date for encroachment removal will be decided by the MIDC.**
- 2) On the date decided by the MIDC, contractor should keep ready required man force and machineries. If the contractor fails to make necessary arrangement the same will be done by MIDC at the risk and cost of contractor.**
- 3) The necessary arrangement of police protection will made by the MIDC.**
- 4) The Contractor has to carry out the work in co-ordination with the police department and MIDC officials.**

### CLAUSE FOR PAYMENT OF STAMP DUTY

As per Article 63 of Schedule – I of Bombay Stamp Act 1958, stamp duty charges shall be as follows:  
Works contract that is to say a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes sub-contract.

|    |   |   |
|----|---|---|
| a) | Where the amount or value set forth in such contract does not exceed Rs.5 lakhs | Rs.500/- (Five hundred rupees)  |
| b) | Where it exceeds Rs.5 lakhs   | Five hundred rupees plus 0.3 per cent of the amount above rupees ten lakhs subject to maximum of rupees twenty five lakhs |

The contractor whose offer will be accepted will be called for execution of the agreement and shall only be liable to pay the stamp duty applicable thereon. The payment of stamp duty of required amount shall be done by the contractor through Government Receipt Accounting System (GRAS) to the State Govt.

### **CLAUSE FOR RECOVERY OF LABOUR CESS**

The Govt. of Maharashtra vide its decision dated 17/06/2010 has decided to recover Labour cess on all the construction works undertaken by Govt., Public sector undertaking and Municipal Corporation, Municipal Councils, Gram Panchayat etc.

The contractors are therefore requested to note that labour cess at 1% of the cost of construction (excluding land cost) arrived at after deducting amount of compensation if any paid to the workers or their relatives under workers compensation Act 1923 will be recovered from them. The recovery of labour cess at 1% shall be made from the payment due for each bill to be paid to the contractor.

## CLAUSE FOR RECOVERY OF ADDITIONAL PERFORMANCE SECURITY

### FOR THE TENDERS RECEIVED BELOW THE ESTIMATED COST AND ADDITIONAL SECURITY DEPOSIT FOR THE QUANTITIES EXCEEDING 125% AND EIRLs

A) Clause for Recovery of additional Performance Security for the tenders received below the estimated cost

1) In case the contractor has quoted the offer for tender below the estimated cost, then the contractor shall have to pay additional Performance Security in the form of DD/BG of the amount as mentioned below:

a) No additional performance security deposit will have to be paid if the tender offer is received up to 1% below the estimated cost, however if the offer quoted is 1.01 to 10% below the estimated cost, then the additional Performance Security amount shall be 1% of the estimated cost.

b) If the offer quoted is more than 10% below up to 15% below the estimated cost, then the additional performance security deposit shall be equal to the amount of percentage more than 10% below + the amount as per (a) above. (For example, if the tender received at 14% below, the additional performance security shall be – up to 10% = 1% + (14%-10%) = 1 + 4 = Total 5% of the estimated cost).

c) If the offer quoted is more than 15% below the estimated cost, then the additional performance security deposit shall be equal to double the amount of percentage more than 15% below + 1% for each percentage beyond 10% up to 15% + the amount as per (a) above. (For example, if tender received at 19% below equal to for first 10% below 1% + (15-10=5) + 2 X (19-15=4) = 1% + 5% + 8% = 14%).

2) The DD/BG towards additional performance Security shall be drawn in favor of the Executive Engineer concerned. For the amount upto Rs. 50,000/- only the DD shall be accepted & for the amount above Rs.50,000/- DD / BG shall be accepted.

3) It is mandatory to have MICR and IFSC code of the Bank on the DD.

4) The contractor shall submit the original DD/BG towards additional performance security within 8 working days from the date of opening of 2nd envelope. DD/BG towards additional performance security will not be accepted after 8 working days from the date of opening of 2nd envelope in any case.

5) Contractors whose DD/BG towards additional performance security are found false or if he fails to submit the DD/BG within prescribed time limit of 8 working days from the date of opening of 2nd Envelope, then all such contractors shall be banned from submitting the tenders in MIDC for a period of one year & the EMD of such contractors shall be forfeited

6) Further in such cases after forfeiting EMD of the lowest agency (L-1 contractor), the L-2 contractor shall be asked in writing whether he is ready to execute the work at the rates lower than L-1. If the L-2 contractor agrees, then additional performance security deposit shall be obtained from L-2 contractor and his tender with revised offer shall be accepted or recommended for approval.

7) The additional performance security shall be refunded to the contractor within 3 months. from the date of completion of work.

8) The validity of BG of additional performance security is 3 months after intended date of completion of work.

B) Clause for recovery of additional security deposit for the quantities exceeding 125% and extra Item Rate List(EIRL)

It shall also be noted that security deposit for the quantities exceeding 125% of the tendered quantities and/or EIRL, Shall also be deducted at the % to be recovered through bills (i.e. in cash) as mentioned in the tender text.

The security deposit so recovered in above events shall be refunded after satisfactory completion of defect liability period.

**CLAUSE FOR REIMBURSEMENT OF TAXES/DUTIES**

While submitting the tender, the contractor shall consider the prevailing taxes & duties on the date of submission. In case there is statutory increase in the taxes/duties, the contractor shall submit documentary evidence for the payment of the same. On verification of the documents, the reimbursement will be made if there is increase. In case there is reduction in the statutory taxes/duties, deduction will be effected.

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### **REGISTRATION UNDER CONTRACT LABOUR ACT -1970**

While submitting the tender, the tenderer should note that he should produce the certified xerox copy of Registration in prescribed form issued by Labour Commissioner under Contract Labour Act, 1970, as an employer, as much as they are directly employing the workers for execution of the contract works awarded to them by MI DC & comply with the provision of the Act. After acceptance of tender by MIDC the contractor has to give intimation about work order & get this particular work registered within a period of 15 days from the date of issue of work order from labour commissioner under Contract Labour Act, 1970 failing which no permission will be granted to continue further work under the agreement.

### **DEDUCTION OF INCOME TAX**

The Income Tax including surcharges or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

### **CLAUSE FOR INSURANCE OF THE WORK**

1.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Contract Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) Personal injury or death.

1.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

1.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

1.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

1.5 Both parties shall comply with any conditions of the insurance policies.

## **GOODS AND SERVICES TAX CLAUSE**

1. The contractor in person himself or his registered firm or institute or public limited company or organization or construction agency or any other agency should be registered under GST' Regulations and authorized documents should be submitted along with the tender. (Registration Certificate duly Self Certified)
2. The contractor has to submit his GST registration number as per, requirement along with tender. The rates quoted by the tenderer should be **inclusive of all taxes, duties or any type' of taxes** which will be imposed by Central Govt or State Govt or local bodies **butexcluding GST**. It shall be the responsibility of contractor to make the payment of GST to concerned department and all other taxes to relevant departments within prescribed period as per Act.
3. The rates quoted by the tenderer should be **excluding GST**.
4. GST shall be paid to the contractor on the amount of work measured and billed during the month as per prevailing rate of GST.
5. Separate GST will be paid to the agency on the payment of price variation bill.
6. As per notification No. 2/2018 issued by Govt. of India, Ministry of Finance, GST is not applicable for composite supply of goods and services in which the value of goods constitutes not more than 25% and the work involved is covered under article 243G or 243W of the constitution i.e. functions entrusted to Panchayat or Municipality.
7. The TDS of GST at a prescribed rate will be deducted as per provisions of section 51 of CGST Act 2017 at the time of payment made or invoice/bill credited to the Account of the supplier/contractor of taxable Goods and Services or both, where contract value exceeds the prescribed threshold limit presently Rupees Two lakhs and fifty thousand in a year. The deduction will be made as per provisions of section 51 of the GST Act whenever made operative.
8. The provisions of GST Law will be applicable for all types of advances given against the awarded contracts.
9. Whenever the contractor is not required to be registered under GST Act, the declaration to this effect will have to be obtained from the contractor evidencing or justifying with reasons.
10. Currencies: All payments shall be made in Indian Rupees.
11. If there is negative price variation (De-escalation), the recovery of GST will be effected.

**Additional Contract Condition for substitution of Excise Duty, MVAT, Service Tax, Octroi , LBT etc. by GST**

In this tender document whenever reference is made to Excise Duty, MVAT, Service Tax, Octroi, LBT etc. the same should now be referred as GST in case of all laws that are subsumed in GST Law.

## AFFIDAVIT FOR NON-BLACKLISTING

### Affidavit for Non- Blacklisting and action under Indian Penal Code for false/fraudulent documents

(Affidavit to be uploaded by tenderer in envelope No. 1 and in case of JV, by lead partner & all Joint Ventures partners on Rs.500/- stamp paper duly notarized.)

Name of work-..... 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. Certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s-----PAN No. ....have did not abandon any work nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation .
4. I, the undersigned declare that as on date neither our company is black listed/banned nor any action of deregistration has been taken against our company by any Government / Semi-Government / Public Sector Undertaking / Urban Local body/ Municipal Corporation etc.
5. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department, Project implementing agency within time frame as specified in this document.
6. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope no.1.
7. 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.

8. I am liable for action under Indian Penal Code if any papers are found false / fraudulent during contract period and even after the completion of contract (finalisation of final bill).

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(Signed by an Authorised Officer of the Firm)

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Title of Officer -----

Name of Firm -----

DATE:

**Footnote Note:**

- 1) Non performance, as decided by the Employer, shall include all contracts where
  - (i) Nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract; and
  - (ii) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where the Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the bidder have been exhausted.
- 2) The above requirement is also applicable to the contracts executed by the bidder as JV member.
- 3) Please note the contractor & in case of Joint Venture lead partner as well as all Joint Venture partners shall sign the Affidavit individually and upload the same in envelope no.1, failing which their tender will not be opened & summarily rejected.

## DECLARATION FOR NON-EMPLOYMENT OF EX-MIDC EMPLOYEE

I/We hereby declare that in the formation of our Company, either by way of partnership or consultant, no MIDC ex-employee has been on the enrollment of the Company.

It is further to certify that the ex-employee of the MIDC, who has joined the Company, has completed 2 years from his date of resignation from MIDC or from the date of retirement from MIDC.

Date :

Place :

**Signature of Contractor**

## COMMON CONDITIONS & ADDITIONAL CONTRACT CONDITIONS

1. COMMON CONDITIONS: Extra charges for any item of work shall not be allowed unless the work to which it is related is clearly within the spirit & meaning of the specification or unless such works are ordered in writing by the Engr-in-charge & are claimed for in the specified manner before the commencement of work. The contractor shall at his own expense make all necessary provisions for housing, water supply, electricity & sanitary arrangements for his employees at site of works as required. He shall pay directly to the concerned authorities all rates, taxes, royalties & other charges. He shall also comply with all requirements of health department of the concerned authorities.
2. MATERIALS: Unless otherwise specifically provided for either in the item or in the specifications or in the Schedule 'A' for Supply of Materials by MIDC, all items in the tender are inclusive of costs of material required for the execution of the items. Materials not stipulated to be supplied by MIDC, shall be brought by the contractor at his cost. The quality, type & make of materials used in the work shall be as per samples got previously approved from Engineer-in-charge, as mentioned in the detailed specification All rejected material shall be removed by the contractor from site of work immediately failing which the same will be got removed by MIDC at his cost.
3. WORKS: The lining out of all works shall be marked by the contractor on site with permanent pillars as directed. The necessary levels will be given by MIDC. The contractor must however, provide the necessary labour & material for making out the ground & keeping all references, levels & lining props sealed in cement concrete & execute the work in accordance with those levels for which he will be responsible throughout the whole period of contract. The few bench mark pillars to be connected with MIDC benchmark shall be constructed by the contractor at the site of work as directed for reference of various levels in connection with work. The line out if required to be carried out more than one time, the same shall be done by the contractor without extra cost.
4. CARTING: The contractor shall convey pipes, specials & other sundry materials required for the Execution of the work at his own cost. The contractor shall provide diversion to the affected existing road, if required, as directed by Engineer-in-charge at his own cost
5. GENERAL: The contractor shall be deemed to be thoroughly conversant with the local condition such as the availability of all construction materials, skilled & unskilled labour & to have based his rates accordingly for this work. He shall be deemed to have carefully studied all the specifications & drawings & followed them before the submission of his tender.
6. In case of any discrepancy between the type of working drawings on one hand & the wording of the corresponding item & specifications thereof as per the contract, the later will be deciding for the purpose of actual execution of items. However, the Exe. Engineer's decision should be obtained in the matter before hand. For a composite item, if any higher specification are to be adopted for any component as a result than specified in the item & specification therefore, extra rate will be payable on approval. No major deviation involving substantial extra outlay will be made without the prior approval of the Superintending Engineer.
7. Work progress register will be maintained by MIDC on site &/or in the Divisional office &/or Sub division under it. The contractor will sign all instruction issued by Exe. Engineer or his representative/ his superior officers & comply with them. For this purpose the contractor or his authorised representative shall attend the site or said office daily for receiving instructions.
8. i) Metered water supply will be made available to the contractor from MIDC pipeline if available & water consumed will be charged at the prevailing industrial rate or near by industrial area or in that area subject to change as decided by MIDC from time to time. The connection, metering etc. shall be taken by the contractor at his cost. In case of water supply to CETP and CHWTSDF will be provided at domestic rate applicable in that area during construction and operation period.  
ii) For taking water supply connection separate agreement for water supply connection is necessary to be executed with MIDC and the terms and conditions of this agreement will prevail until water supply connection is in force.
9. It will be the contractor's responsibility to inspect & investigate the work site thoroughly so as to arrive at the rates quoted in the tender. In this regard necessary information available with MIDC Will be given to him without any guarantee about it's foolproofness.
10. Contractor has to clear road land width/plot which includes cutting trees less than 30 Cms. In girth with permission from concerned competent authority, cleaning brush wood, loose stones, vegetation, bushes, stumps & mole hills without any extra cost. The contractor shall

provide diversion to the affected existing road, if required as directed by Engineer-in-charge at his own cost.

11. The contractor shall engage an authorised all time person on this work capable of engaging & guiding the work & understanding all specifications. He will take orders as will be issued by the Exe. Engineer, or his authorised representative & shall be responsible for carrying them out. The person shall not be changed without prior intimation to the Exe. Engineer & his representative on the work site.

12. The contractor will take all precautions during the execution of work so as not to cause any damage to any property/ adjacent properties & shall be responsible to make good any damaged property as directed by the Exe. Engineer till his satisfaction.

13. All installations such as electric cable, water pipeline, telephone lines, OFC, Sewer main manhole, natural drainage, gas/ fuile pipelines, CD works, strom water drains etc coming in the way shall be looked after carefully. The protections and support against any damages, which otherwise will have to made good by contractor at his cost. In case any permission is required from concerned authority for handling these lines, the contractor will co-ordinate with such authority. All safety precautions shall be taken from traffic flow point of view.

14. Contractor should specifically indicate the metal & murum quarries from which he proposes to bring the material for completing the work.

15. Where the proper measurement of work, it is necessary to have an initial set of levels taken, the same as recorded in the authorised field book by the Exe. Engineer or his authorized representative & will be signed by the contractor who will be entitled to have a true copy of the same on demand. Any failure on the part of the contractor to get such levels before starting the work will render him liable to accept the decision of the Exe. Engineer as to the basis of taking measurements. Likewise the contractor will not cover any work which will render its subsequent measurement difficult or impossible, without first getting the same jointly measured by himself & the authorised representative of the Exe. Engineer. The record of such measurements on to Department's side will be signed by the contractor & he will be entitled to have a true copy of the same on demand.

16. All work before being finally taken over by MIDC will be entire liability of the contractor for guarding maintaining & making good any damage of any magnitude. Interim payments made for such work will not alter this position. The handing over by the contractor & taking over by the Exe. Engineer, or his authorised representative, will be always in writing, of which copies will go the Exe. Engineer, his authorised representative & the contractor. It is, however understood that before taking over such work, MIDC will not put it to its regular use distinct from casual/incidental one.

17. Orders issued by the Superintending Engineer of MIDC by whatever designation he may be known from time to time regarding the conduct of the work shall be binding on the contractor.

18. The tendered rates for supply of materials are for delivery of materials properly stacked in regular heaps or otherwise as directed for facility of measurement before use. In case of road materials, the same shall be stacked by the road side as directed. Materials shall not be tacked at places where they are likely to be damaged or lost. The contractor shall have no claim for any loss on this account. If such material has been paid for & is subsequently lost before use in the work, the contractor shall make good the loss.

19. No material shall be removed from the road land, except for excavation of gutters, or any other adjoining land unless permitted in writing subject to such conditions as the Exe. Engineer may specify. The contractor is liable for the damages/compensation arising out of disregard of this condition.

20. The orders of collection & utilisation of materials shall be decided by Exe. Engineer/his authorised representative so as to ensure orderly work.

21. For the items so indicated, no materials shall be used without first having been measured by regular stacks. The whole of the quantity of a particular material required for a sizable section of the work shall be first collected before it can be measured & used. The same material shall either be collected separately or the collection shall not be started at all unless the material collected in the section under reference has been all used.

22. The contractor will have to construct a shed for storing controlled & valuable materials issued to him under Schedule 'A' of the

agreement, at work site, having double locking arrangement. The material shall be taken for use in the presence of the departmental person. No material will be allowed to be removed from site of work.

23. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.

24. The contractor shall study all the plans, specifications & other terms & conditions of the contract carefully before tendering & shall also inspect the site & get self acquainted with nature of work & local conditions regarding the availability of labour, material, source & sufficiency of water supply required for the execution of the work & site conditions, rivers, nallas, topography etc existing roads, means of communication & access to site of work etc.

25. The contractor shall submit, within one month from the date of work order of MIDC, designs & drawings to the Exe. Engineer. After getting the letter of approval of design from Exe. Engineer, the contractor shall at his own expense clear the site & take up the provisional & final setting & carry out the work under the supervision of his responsible representative & shall provide necessary material, labour, tools, instruments etc required for the same. The line & setting out shall be done most accurately & it shall be the full responsibility of the contractor for correctness of the position, level, dimensions, alignment etc of all parts of the work & if any time during the execution, any error appears/arises, the same shall be rectified by the contractor at his own cost. The checking of any setting out/line/level by the Engineer shall not in any way absolve the contractor of his own responsibility for the correctness thereof. The contractor shall protect & preserve all benchmark, site rails etc used for setting out of the work.

26. The contractor shall, if necessary, construct temporary roads & maintain these in proper condition till the completion of work at his own cost. If necessary, he shall also at his own cost, make necessary arrangement for acquisition of land for construction of such temporary road or for any other purpose in connection with the execution of work.

27. The contractor shall comply with all proper & legal orders & direction of the local/public authority/ municipality & abide by their rules & regulations & pay all such fees & charges which he may be liable to. No reimbursement of such fees & charges will be made by MIDC.

28. The contractor shall inform the Engineer-in-charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without regarding the further progress of work. The work shall not be considered to have been completed in accordance with terms of contract until the Engineer-in-charge shall have certified in writing to that effect

29. If contractor desires to use any design/material/process covered by letter "Patent" or "Copy Right", it shall be responsibility of the contractor to observe all legal formalities for the use of the same

30. In the event of there being reasonable doubt as to the quality of workmanship & material used in the construction, the Engineer-in-charge may order to the contractor to satisfy MIDC by carrying out suitable test of structure or part thereof. In the manner as prescribed in Clause on Page 53 of the Indian Std. Code for practice for PCC & RCC for general building construction & as per Std. Spcf. of Deptt. As may be approved by the Engineer-in-charge regarding the sufficiency wherever necessary at his own cost to the entire satisfaction of the Exe. Engineer

31. All the laboratory equipment required for the field test of materials, concrete, steel shall be arranged by contractor at his own cost

32. The contractor shall take all precautions, due care against damage by floods, rains, storms, out break of fire & accidents. No compensation will be allowed to the contractor for his plants/materials lost, damaged by way of the above cause or other causes which is in charge of the contractor.

33. Safety of materials & recoveries: The contractor shall use the materials supplied to him by the department at free of cost or as mentioned in the Schedule 'A' very properly & economically. The contractor shall be responsible for proper handling & safe custody of the materials so issued to him. The materials remaining unused after the completion of the work shall be returned by the contractor at the Department. The department will accept only such materials as are in perfect conditions. If any of the materials issued to the contractor free of cost there of shall be recovered from the contractor at double the rate at which it was purchased by the department, or the market rate prevailing at the time whichever is higher. The contractor shall maintain a day to day account of materials issued to him by the department & shall produce it to the Engineer-in-charge when demanded.

34. Road Crossings: Any work at the road crossing shall be restricted only to half the width of the road, leaving the other half open for traffic. Second half is taken up only after the first half is completed & made up to the original surface, serviceable with the permission of Engineer-in-charge. All roads shall be reinstated by the contractor without any extra cost after proper consolidation, watering, cutting etc. Guarding barricading shall be provided by the contractor for 24 hrs. a day. The work of road crossing shall be planned well in advance & shall be carried out within the minimum possible time thereby causing least disturbance to traffic. No road shall remain excavated for more than 24 hrs. Where the roads are very narrow such that traffic cannot be allowed in the second half when the work in first half is in progress, the contractor shall provide necessary diversions & maintain the same at his cost till such time as the work is in progress & the road is opened to traffic.

35. Interpretation: Singular & Plural 'Work' imparting the singular number shall include the plural number also & vice versa where the context requires.

36. Removal of Contractor's Employees: The contractor shall employ in & about the execution of the works only such persons as are careful, skilled, competent & experienced in their several trades & shall, on the direction of the Engineer-in-charge forthwith cease to employ in & about the execution of the works. Any person who in the opinion of the MIDC or En-Engineer-in-charge, misconduct himself, or is incompetent or negligent in the proper performance of his duties or whose continued employment is undesirable for any reason, such persons shall not be again employed upon the works without the written permission of the MIDC/Engineer-in-charge

37. Access to site of work: The provisions of clauses & conditions of this contract shall also apply to all premises, work shops, factories, plants, quarries & all other places from where materials, manufactured articles & machineries are being obtained or stored for the works. The MIDC/Engineer-in-charge or their representative & other subordinates shall be furnished with such information, assistance & facility by the contractor as is required to make a complete & detailed investigation/inspection/supervision of the said goods.

38. Inspection of Works & Materials:

All materials & each part of details of the work shall be subject at all times, to inspection by the MIDC/Engineer-in-charge or their representative or other authorized subordinates who shall be furnished with reasonable facilities & assistance by the contractor for ascertaining whether or not the work as performed or the materials used are in accordance with the requirements & intent of the plans & specifications.

The contractor shall also inform the Engineer-in-charge in writing, when any portion is ready for inspection giving him at least 24 hrs. advance intimation to enable him to inspect the same without regarding further progress of the work.

Any work done or materials used without supervision or inspection by the MIDC/Engineer-in-charge or is representative, is liable to be ordered to be removed & replaced at the contractor's expense.

39. Testing of Materials & Works: All materials before being incorporated in the work shall be inspected. After satisfactory necessary tests as per prevalent standards shall be approved by the Engineer-in-charge. The testing shall be done in the Government approved lab or any laboratory approved by MIDC & the testing charges shall be borne by the contractor himself only.

Any work in which such materials are used prior to inspection & when necessary, testing & without approval or written permission of the Engineer-in-charge shall be considered as unauthorized, defective & not acceptable.

The testing of materials & works where necessary shall be carried out in accordance with the latest standards Methods of Bureau of Indian Standards Institution current on the date fixed for opening of the tender. If no such standard exists for a particular test, the standard method as laid down by the British Standard Institution or by American Association of State Highway Officials or the American Society or other suitable organization for testing of materials, will be used at the discretion of the Engineer-in-charge. He may also adopt any other suitable method at his discretion.

The contractor shall furnish such facilities instruments, machinery, equipment, labour and material as the Engineer-in-charge may require for collecting & forwarding sample or for ascertaining the quantity, quantity or weight of materials used and if so directed shall not make used

of or incorporate in the work of any materials represented by the said sample until the required test are made and the materials accepted.

The contractor shall establish a laboratory at site where routine testing of materials of concrete, asphalt etc can be done to the requirements as per work at his cost. The daily test report register should be maintained at site/ lab and shall be produced as and when required.

The cost of collection of sample including transportations as well as of the testing shall be borne by the contractor for the followings.

i) The collection & supply of the samples & carrying out of such tests is provided for or clearly intended in the contract, will be carried out in the laboratories approved by the Engineer-in-charge.

ii) The collection & supply of the samples & the carrying out of such tests if not provided for or clearly intended in the contract but on testing, the material is found defective & has to be rejected. The defective material should be removed from site within 24 hours & report of the same should be given to Engineer-in-charge.

40. Unauthorized & Defective Works: No work shall be done without lines, levels, grades, lengths & other dimensions having been given or approved by the Engineer-in-charge or when authorized by him or by his representative or other authorized subordinates. Any work done by the contractor prior to the approval of the contract, work done contrary to or regardless of the instructions of the Engineer-in-charge, work done beyond the lines shown on the plans or as given, or any extra work done without authority will be considered as unauthorized & will not be paid for under the provisions of this contract. Work so done shall be ordered to be removed or replaced at the contractor's expense. All works & materials which do not conform to the requirements of the contract whether on account of poor workmanship, defective materials, unsuitable equipments & plans, carelessness or any other causes, shall be considered as defective.

The Engineer-in-charge shall have the power to order removal or replacement of all unauthorized/defective materials/works which in his opinion should be removed or replaced all defects, be removed, replaced or corrected as may be directed by the Engineer-in-charge.

41. Night Work: Subject to any provisions to the contrary contained in the contract, no work shall be carried out between the hours of sun set & sunrise without the written permission of the Engineer-in-charge except when the work is unavoidable or absolutely necessary, for saving life or property or for the safety of the work, in which case, the contractor shall immediately inform the Engineer-in-charge or his representative, provided always that the provision of this clause shall not be applicable in the case of any work which it is customary to carry out by double or rotary shifts in which case sufficient advance notice shall be given of the intention of work at night to the Engineer-in-charge. After making all requisite arrangements & management of areas, materials & equipments, required under any emergency etc. Overtime to supervisory staff of the MIDC, in such cases shall have to be however borne by the contractor.

The contractor shall also carry on work between sunset & sunrise if so required by the Engineer-in-charge, subject to obtaining approval in writing, for expediting the progress on the works or for any other reasons of technical safety.

Whenever any work is required to be carried out at night in the interest of structural safety or any other reason with express approval of the Engineer-in-charge or his representative authorized to supervise, adequate lighting & other arrangement shall be made in advance by the contractor for proper execution & supervision of the such work. The contractor shall not be however entitled to any extra payments for night work. Before such work to be carried, the contractor should also inform to local Police Station in writing.

42. Explosive and inflammable Materials: The MIDC does not anticipate use of any explosive or any inflammable material on this work, however, in the event, explosive or inflammable materials are used for the execution of the works, the contractor shall at his own expense, obtain such license or license as may be required for storing and using explosives and or inflammable materials and locate, construct and maintain magazines if such area is required for storage in accordance with relevant Government rules in force. Such magazine shall clearly marked dangerous – explosive in the original language and devnagriand shall be in the care of competent watchman all the time. All these shall be done under intimation and after getting concurrence Engineer-in-charge.

The contractor shall exercise utmost care while using explosives and or inflammable material not to endanger life or property and shall be solely responsible for any and all damages resulting from their storage and use, and shall indemnify absolutely MIDC and its office and employees against any claim and liability arising out of any accident or any violation and or any law, rules, orders etc.

43. Care, Maintenance and repair of works:-

a) From the commencement until the time, the works are completed and finally accepted and handed over to the MIDC, the contractor shall take full responsibility for care and maintenance thereof including care of all temporary works to the satisfaction of the Engineer-in-charge and in case any damage the Deterioration loss or injury shall happen to the works or to any part there of or to any temporary work, from storms, fire, rains, accidents or any case whatsoever other than earthquake, volcanic eruption or other convulsion of nature or act of God, War, Invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil war, rebellion, revolution, insurrection or military or insured power, shall at his own cost maintain, repair and make good the same so that till the time of final acceptance, the works shall be in good order and condition and in conformity in every respects with the requirements of the contract and the instructions of the Engineer-in-charge.

b) If the contractor fails to comply with the requirements mentioned in Sub Clause 1 above, the Engineer-in-charge will immediately ask him to comply with the same within prescribed period. In the event of contractor failing to comply with these instructions, the Engineer-in-charge will immediately proceed to take care of the same viz. maintain or repair as required at the cost of the contractor. The clause regarding defect liability period is given separately.

44. Compliance of Laws: The contractor shall keep himself fully informed of all acts, laws of the Central & state Governments, all local bye laws, ordinances, rules & regulations & all orders & decrees of bodies/tribunals having any jurisdiction/authority which in any manner effect those engaged or employed on the work or which in way effect the conduct of the works. He shall at all time observe & comply with all such laws, ordinances, rules, regulations, orders & decrees & shall give all notices & pay out of his own money, say fees or charges to which he may be liable.

He shall protect & indemnify the MIDC & its officers & employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations orders, or decrees whether by himself or by his employees

45. Treasure Trove: In the event of the discovery by the contractor or his employees during the progress of the works of any treasure, coins, antiquities, fossils, minerals or other articles or things of value or interest, whether geological, archeological or any other such treasure or other things shall be deemed to be the absolute property of MIDC.

The contractor shall take all reasonable precautions to prevent his workmen or another persons from removing such things as above & shall immediately upon discovery thereof & before removal, acquaint the Engineer-in-charge of such discovery & carry out his orders as to the disposal of the same which will be at the contractor's expense.

46. Patented Devices, Materials & Processes: Whenever the contractor desires to use any design, device, drawing information's, materials, or process covered by a patent of copyright, he shall procure the rights for such use by suitable legal agreement with the patentee or owner at his own expenses & a copy of the agreement shall be filed with the Engineer-in-charge.

The contractor shall indemnify the MIDC from & against all claims, proceedings, damages, costs & expenses which may be brought or made against the MIDC or to which they may be put by reason of the contract infringing or being held to have infringed any patent rights or copyright in relation to any design, device drawing, materials or process at anytime during the prosecution or after the completion of the work & in the event of any injunction being obtained against the use of the same, the contractor shall replace the same with other materials design, drawing, device, process etc. which do not infringe any such patent right or copy right, to the infringe any such patent right or copy right, to the satisfaction of the Engineer-in-charge.

47. Trespass: The contractor shall at all times be responsible for any damages due to trespass committed by his agents & work people in carrying out the work, unless authorized by the Engineer-in-charge in writing in which case, all repair work shall be done by the contractor at his own cost to restore the original condition.

48. Indemnity: The MIDC shall on behalf of the contractor shall indemnify their officers, employees etc against all actions, suits, claims & demands of any character brought in respect of any matter or thing done or omitted to be done by the contractor in the excavation of or in connection with the works of this contract & against any loss or damage to MIDC his workman/labourers in consequence, for any action or suit being brought against the contractor for anything done or omitted to be done in the execution of the works of the contract or

compensation to be paid by contractor to his workman/labourers in consequence of accidents causing damage or loss of life of his workman/labourers etc. All such payments made by the MIDC shall be recovered from the contractor from his dues out standing, or remains to be paid or that which becomes payable.

The MIDC shall not be liable to the contractor for damages or losses or delays resulting, from work by third parties or by injunction or other restraining orders obtained by third parties.

49. Police Protection: If police is asked for by the contractor for special protection of his camp of work, the MIDC may arrange for such protection so far as possible with the authorities concerned and full cost of such protection shall be debited to the contractor and recover from his bills without any extra claim

50. Permits, Licenses, Priorities, and Certificates etc: The contractor shall make his own arrangements at his own cost, if required.

A.To obtain permits, licenses, quota certificates, foreign exchange etc for any materials or items of work etc if required by him.

B.To obtain rail & other priorities for transport of his plant, tools equipments, stores, machinery materials, labour staff etc.

C.To arrange with civil supply authorities for release of controlled goods if so, for his labour & staff.

The MIDC will not undertake to arrange for these but will not undertake to arrange for these but will render reasonable help within its competence without accepting any responsibility for delay if any.

51. Field Book: Whichever payments is based on levels, all sets of levels such as initial, intermediate & final shall be taken & recorded by the Engr-in-charge or his representative in the presence of Contractor or his authorised representative. Contractor shall attend the site for checking these levels & signing in token of acceptance thereof. If Contractor fails to attend the site on the day or for any reason fails to sign the documents in which these levels are recorded, they shall be final & binding on the contractor

52. Levels shown on the drawings: Whichever payment is based on the levels, all sets of levels such as initial, intermediate & final shall be taken & recorded by the Engrincharge or his representative in the presence of contractor or his authorised representative. Advance intimation of day & time when the levels would be taken will be given by MIDC to the contractor/ his authorised representative. Contractor shall attend the site for checking these levels & signing in token of acceptance thereof. If contractor fails to attend the site on the day or for any reason fails to sign the documents in which these levels are recorded, they shall be final & binding on the contractor

53. Sign Boards: Necessary sign boards, danger flags & lamps during night time to mark the closure of the road shall be provided by the contractor at his cost. A chowkidar is essential to be appointed by the contractor to keep light & watch the materials lying on site, intact through the night. Contractor is responsible for the accidents if above care is not taken properly. He will have to pay compensation for the same.

## **Special Condition**

1. No claims including loss of opportunity of business, interest on Bank Guarantee, Insurance Charges, will be admissible / entertained for delay or non commencement of work due to delay in Acquisition of Land, Local Agitation, Environment Clearance, Permissions from Govt. Authorities.
2. Contractor will not claim any extra amount, for delay in release of funds, due to non-availability of funds.
3. Contractor will not claim any extra amount, if there is inordinate delay in payment to contractor for the completed works for any reason.
4. Contractor will not claim any extra amount if the work is stopped at any stage, and quantities executed for any or all items are below 75% of tendered quantities.

**MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION (A Government of Maharashtra Undertaking)**

**Clause for use of CBuD app before carrying out any digging activity**

- 1) Contractor to do any type of digging only after prior intimation through **Call Before you Dig (CBuD) App** and as per its terms and conditions.
  
- 2) Contractor to use **CBuD App** before commencing any type of digging anywhere under the scope of this contract.

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**BANK GUARANTEE PROFARMA  
(FOR PERFORMANCE SECURITY AND ADDITIONAL PERFORMANCE SECURITY)**

To,

\_\_\_\_\_ [name of Employer]

\_\_\_\_\_ [address of Employer]

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereafter called "The Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_

dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contractor")

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee]\* \_\_\_\_\_ (in words), such sums being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

Signature and Seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

\* An Amount shall be inserted by the Guarantor, representing the percentage the contract price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

Note:- Bank guarantee shall be released as under

- a) performance security shall be released along with final bill.
- b) Additional performance security shall be released within 3 months from date of completion of work.

## **FORM B-1**

### **PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS**

#### **General Rules and Directions for the Guidance of contractors.**

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

This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of 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, dues and ground rents will be granted. Copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

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

2. In the event of the tender being submitted by a firm, it must be signed 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 authorising him to do so.

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's one of the partners, or by some other person having authority to give official receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule '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/ scheduled rates shall be named. Tenders which propose any alterations in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, of any sort will be liable for rejection. No printed form of tender shall include a tender for more than one works but if contractor who wish to tender for two or more works, they shall submit separate tender for each work.

5. The Superintending/ Executive Engineer or his duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in 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 event of tender being rejected. the Divisional/ Competent officer shall authorize the Scheduled Bank concerned to refund the amount of earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The officer competent to dispose of the: tenders shall have the right of rejecting all or any of the tender without assigning any reason thereof.

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 MIDC unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by MIDC and their rates shall be filled in and completed by the office of the Executive Engineer, before the tender form is uploaded. If a form which has not been so filled in and completed, contractor shall request the said office through query to have this done before he completes and submits his tender.

9. All works shall be measured net by standard measure and according to the rules and customs of MIDC and their rates shall be without reference to any local custom.

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

11. The measurements of work will be taken according to the usual methods in use in MIDC and no proposals to adopt alternative methods will be accepted. The Executive Engineer's decision as to what is the usual method in use in the MIDC will be final.

12. The contractor shall comply with the provision of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer, may in his discretion, cancel the contract. The contractor shall also be liable, for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

#### MEMORANDUM ( B1 Tender Form )

|   |                |   |
|---|----------------|---|
| a | Name of work   | M & R to Roads at Sinnar Industrial Area...<br>Removing illegal encroachment along roadside, open spaces, reserved spaces, amenity spaces in Sinnar Indl Area |
| b | Estimated Cost | <b>Rs. 13,18,448.00</b>   |
| c | E.M.D.         | Rs. 13,200.00 paid online.  |

|   |  |  |
|---|--|--|
| d | Security Deposit   | Initial SD <b>Rs. 26,400.00</b> or 2.00 % of tendered cost whichever is higher by DD / RTGS of Nationalized Bank / Scheduled Bank/ Bank approved by Government of Maharashtra. S. D. inform of DD/BG will be accepted when amount of S.D. is more than Rs.50,000/- |
|   |  | Rs.39,600.00 or 3.00 % of tendered cost whichever is higher through RA bills.  |
|   | Total SD   | Rs. 66,000.00 or 5.00 % of tendered cost whichever is higher.  |
| e | Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit                                 | 5 %  |
| f | Compensation for non-completion of work in time/slow progress of work, for every day the work is carried out at disproportionately slow rate | Rs. 500 per day  |
| g | Time allowed for the work from the date of written order to commence the work.   | 12 Months Including monsoon  |

I/We hereby tender for the execution of above stated work for Maharashtra Industrial Development Corporation (hereinafter referred to as MIDC) at (in figures) \_\_\_\_\_ percent above/below. (in words) \_\_\_\_\_ percent above/below. The estimated rates entered in Schedule B (memorandum showing items of work to be carried out) & in accordance with all specifications, designs, drawings, instructions & rules, terms & conditions of contract as hereinabove & hereinafter included in these documents & agree that when materials are provided by the MIDC, such material & the rates to be paid for them shall be as provided in Schedule A hereto. Should this tender be accepted, I/We hereby agree to abide by & fulfill all the terms & conditions of contract annexed hereto & in default thereof to forfeit & pay to MIDC the sums of money mentioned in the said conditions. Pay the following online

- |       |                           |               |                  |
|-------|---------------------------|---------------|------------------|
| (i)   | Cost of blank tender form | Rs. _____     | (Non refundable) |
| (ii)  | EMD                       | Rs. 13,200.00 |                  |
| (iii) | Application Support Cost  | Rs. 1180/-    | (Non refundable) |

|       |  |              |                  |
|-------|--|--------------|------------------|
| (iii) | Application Support Cost   | Rs. 1180/-   | (Non refundable) |
| (iv)  | Deposit towards erection of Asphalt plant & machinery within 50 Kms (if applicable ) | Rs. 500000/- |                  |
|       | Total  | Rs. _____    |                  |

The earnest money, full value of which is to be absolutely forfeited to MIDC should I/We do not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause I(A) of the Contract Conditions; otherwise the said earnest money shall be refunded to us.

Signature of witness:

Signature of the contractor.

Address:

Address:

Occupation:

Date:

Date:

The above tender is hereby accepted by me on behalf of the MIDC \_\_\_\_\_ at % above/ below the estimated cost.

## CONDITION OF CONTRACT

CLAUSE 1; Security deposit: The person(s) whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators & assigns) shall A) within 10 days (which may be extended by the Suptd. Engineer concerned upto 15 days if the Superintending Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender, deposit with the Exe. Engineer in cash to the Exe. Engineer (if deposited for more than 12months) of sum sufficient which will make up the full security deposit specified in the tender or B) Permit MIDC at the time of making any payment to him for work done under the contract to deduct such as will amount (\*% of all money so payable) such deductions to be held by MIDC by way of Security deposits) provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then & in such case, if the sum so deposited shall not amount to 5.00 % of the total estimated cost of the work, it shall be lawful for MIDC at the time of making any payment to the contractor for work done under the contract to make up the full amount of 5.00 % by deducting a sufficient sum from every such payment at last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to MIDC under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from interest arising there from or from any sums which may be due or may become due by MIDC to the contractor under any other

contract or transaction of any nature, on any account whatsoever & in the event of his Security deposit being reduced by reasons of any such deductions or sale as aforesaid, the contractor shall, within 10 days thereafter, make good in cash as aforesaid any sum(s) which may have been deducted from (\* or raised by sale of his security deposit) or any part thereof.

If the amount of 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 & legal steps taken against the contractor for recovery of the amount.

\* [NOTE: This will be the same percentage as that in the tender at (f)]

CLAUSE 2; Compensation for delay: The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor & shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor). In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount of Rs. 500 per day or such amount upto 1% as Suptd. Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for each day that the work remains uncommenced /unfinished, after the proper date. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all the cases in which the time allowed for any work exceeds 1 month to complete:

|      |                |      |             |
|------|----------------|------|-------------|
| 25%  | of the work in | 25 % | of the time |
| 50%  | of the work in | 50%  | of the time |
| 75%  | of the work in | 75%  | of the time |
| 100% | of the work in | 100% | of the time |

Note: The quantity of work to be done within a particular time to be specified above shall be fixed by the officer competent to accept the contracts after taking into consideration the circumstances of each case and inserted in the blank space kept for the purpose & abide by the programme of detailed progress laid down by the Exe. Engineer.

In the event of contractor failing to comply with this condition, he shall be liable to pay as compensation an amount of Rs. 500 per day or such amount upto 1% as Suptd. Engineer (whose decision in writing shall be final) may decide of said estimated cost of the whole work for every day that the due quantity of work remains incomplete, provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the estimated cost of the work as shown in the tender.

CLAUSE 3: In any case in which under any clause(s) of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit (whether paid in one sum or deducted by installments) or in case of the abandonment of work owing to serious illness or death of the contractor or any other cause the Exe. Engineer on behalf of MIDC shall have power to adopt any of the following courses, as he may deem best suited to the interest of MIDC:-

Action when whole of security deposit is forfeited.

a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Exe. Engineer shall be conclusive evidence) & in that case the security deposit of the contractor shall stand forfeited & be absolutely at the disposal of MIDC.

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

c) To order that the work of the contractor be measured up & to take such part thereof as shall be unexecuted out of his hands & 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 & cost of the work executed by the new contract agency will be debited to the contractor & the value of the work done or executed through the new contractor shall be credited to the contractor in all respects & in the same manner & at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Exe. Engineer as to all the cost of the work & other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contract & as to the value of work so done shall be final & conclusive against the contractor.

In case the contract shall be rescinded under clause:

a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefor, actually performed by him under this contract unless & until the Exe. Engineer shall have certified in writing the performance of such work & the amount payable to him in respect thereof, & he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clauses

b) or c) being adopted & the cost of the work executed departmentally or through a new contractor & 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 MIDC under the contract or otherwise howsoever or from his security deposit or the sale proceed thereof provided. However, the contractor shall have no claim against MIDC even if certified value of the work done departmentally or through a new contractor, exceeds the certified cost of such work & allied expenses, provided always that whichever of the three courses mentioned in clause a), b) or c) is adopted by the Exe. Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract.

The certificate of the Executive Engineer as to all cost of the work done by the new contractor and as to the value of the work so done and shall be final and conclusive against the contractor.

CLAUSE 4; Action when the progress of any particular portion of the work is unsatisfactory: If the progress of any particular portion of the work is unsatisfactory the Exe. Engineer shall, notwithstanding that the general progress of

the work is in accordance with the conditions 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.

CLAUSE 5; Contractor shall remain liable to pay compensation if action not taken under Clauses 3 & 4. Power to take possession of or require removal of, or sell contractor's plant: In any case in which any of the powers conferred upon the Exe. Engineer by Clauses 3 & 4 hereof shall have become exercisable & the same shall not have been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof & such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause (s) hereof he is declared liable to pay compensation amounting to the whole of his security deposit & the liability of the contractor for past & future compensation shall remain unaffected. In the event of the Exe. Engineer taking action under sub-clause a) or c) of Clause 3: he may, if he so desires, take possession of all or any tools, plant, materials & stores, in or upon the works or the site thereof or belonging to the contractor, or procured by him & 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 Exe. Engineer whose certificate thereof shall be final. In the alternative the Exe. Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorised agent, require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice; & in the event of the contractor failing to comply with any such requisition, the Exe. Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor & at his risk in all respects & the certificate of the Exe. Engineer as to the expense of any such removal, & the amount of the proceeds & expense of any such sale shall be final & conclusive against the contractor.

CLAUSE 6; Extension of time: If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Exe. Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the case for asking for extension occurred, which, is earlier ever & the Exe. Engineer may, if, in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Exe. Engineer in this matter shall be final.

CLAUSE 7; Final certificate: On completion of the work, the contractor shall be furnished with a certificate by the Exe. Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials & rubbish, & shall have cleaned off the dirt from all woodwork, doors, windows, walls, floor or other parts of any buildings, 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 works shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding & 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 & rubbish, & cleaning off dirt on/before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials & rubbish & dispose of the same as he thinks fit & clean off such dirt as aforesaid & the contractor shall forthwith pay the amount of all expense so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid

except for any sum actually realised by the sale thereof.

CLAUSE 8; Payments on intermediate certificates to be regarded as advances: No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the work shall have been completed & 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 therefor, be entitled to receive payment proportionate to the part of the work then approved & passed by the Engineer-in-charge, whose certificate of such approval & passing of the sum so payable shall be final & conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only & not as payments for work actually done & completed, & shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away & reconstructed or re-erected, nor shall any such payment be considered as an admission of the date performance of the contract or any part thereof in any respect or the accruing 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 & adjustment of accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise, the Engineer-in-charge's certificate of the measurements & of the total amount payable for the work shall be final & binding on all parties.

CLAUSE 9; Payment at reduced rates on account of items of work not accepted as completed to be at the discretion of Engineer-in-charge: The rates for several items of works estimated to cost more than Rs.1000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

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

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

CLAUSE 12; Stores supplied by MIDC: 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 MIDC or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material & stores, & the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the

control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials & stores as may be required from time to time to be used by him for the purpose of the contract only, & the value of the full quantity of the materials & 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; of the security deposit is held in Government securities, the same of 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 MIDC, & shall on no account be removed from the site of work, & shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused & in perfectly good condition at the time of completion or termination of the contract shall be returned to MIDC store, if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such material except with consent of the Engineer-in-charge & he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

CLAUSE 13; Works to be executed in accordance with specifications, drawings, orders etc.: The contractor shall execute the whole & every part of the work in most substantial & workmanlike manner, both as regards materials & in every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully & faithfully to the designs, drawings & instructions in writing relating to the work signed by the Exe. Engineer-in-charge & lodged in the office to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of work during the office hours. The contractor will be entitled to receive 3 sets of contract drawings & 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 & working drawings if required by him shall be supplied at the rate of Rs.100 per No. of contract drawings & Rs.100 per No. of drawings except where otherwise specified.

CLAUSE 14; Alterations in specifications & designs not to invalidate contracts: The Engineer-in-charge shall have power to make any alterations in, or addition to, the original specifications, drawings, designs & instructions that may appear him to be necessary or advisable during the progress of work, & 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 & such alteration shall not invalidate the contract; & 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 & at the same rates as are specified in the tender for the main work.

Rates for works not entered in estimate, for schedule of rates of the district: And if the additional & 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 or at the rates mutually agreed upon between the Engineer-in-charge & the contractor, whichever are lower. If the additional or altered work, for which no rate is entered in the Schedule of Rates of the Division, is ordered to be carried out before the rates are agreed upon them, 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 he intends to charge for such class of work & if the Engineer-in-charge does not agree to this rate, he shall By Notice in writing be at liberty to cancel his order to carry out such class of work, & arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence 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 carried out or

expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate(s) as shall be fixed by the Engineer-in-charge. In the event of the dispute, the decision of the Suptd. Engineer of the circle will be final.

Where, however, the work is to be executed according to the designs, drawings & specifications recommended by the contractor & accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings & specifications appended to the tender.

Extensions of time in consequence of additions or alterations: The time limit for the completion of the work shall be extended in the proportions that the increase in its cost occasioned by alterations/additions bears to the cost of the original contract work & the certificate of the Engineer-in-charge as to such proportions shall be conclusive.

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

1. If at any time after execution of the contract documents the Engineer shall for any reason whatsoever (other than default on the part of the contractor for which MIDC is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all he shall give to the contractor a notice in writing of such desire & upon the receipt of such notice the contractor shall forth required after having the regard of the appropriate stage at which the work should be stopped or suspended so as to cause any damage or injury to the work already done or endanger the safety thereon provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final & 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 here in after.

2. Where the total suspension of work ordered as aforesaid continued for 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 10 days prior notice in writing to the Engineer within 30 days of the expiry of the said period of 90 days of such intention are requiring the Engineer to record the final measurement of the work already done & to pay the final bill. Upon giving such notice, the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under this contract. On receipt of such notice the Engineer shall proceed to complete the measurement & make such payment as may be finally due to the contractor within a period of 90 days from receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

3. Where the Engineer requires the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on account of his having had to pay the salary/wages of a 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/wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension where so ever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final & conclusive against the

contractor.

4. In the event of.

i) Any total stoppage of work on notice from the Engineer under sub-clause(1) in that behalf.

ii) Withdrawal by the contractor from the contractual obligation to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days, iii) Curtailment in the quantity of item(s) originally tendered on account of any alteration, omission or substitutions in the specifications, drawings, designs or instructions under Clause 14(1) where such curtailment exceeds 25% in quantity & the value of the quantity curtailed beyond 25% at the rates for the item specified in the tender is more than Rs.5000/-. It shall be open to the contractor, within 90 days from the service of... i) The notice of stoppage of work or; ii) Other notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or;

iii) Notice under Clause 15(i) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence of 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 & require MIDC 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 were acquired by the contractor. The MIDC 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); No claim to compensation on account of loss due to delay in supply of material by MIDC: The contractor shall not be entitled to claim any compensation from MIDC for the loss suffered by him on account of delay by MIDC in the supply of materials entered in Schedule 'A' where such delay is caused by:

i) Difficulties relating to the supply of railway wagons.

ii) Force majeure.

iii) Act of God.

iv) Act of enemies of the state or any other reasonable cause beyond the control of MIDC.

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

CLAUSE 15 (B); Time limit for unforeseen claims: Under no circumstances whatever shall the contractor be entitled to any compensation from MIDC on any account unless the contractors shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

CLAUSE 16; Action & compensation payable in case of bad work: If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that materials / articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-

in-charge to intimate this fact in writing to the contractor & then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified & paid for, the contractor shall be bound to forthwith rectify, or remove & reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified & provided other proper & suitable materials or articles at his own charge & cost & 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 every day not exceeding 10 days, during which the failure so continues & in the case of any failure the Engineer-in-charge may rectify or remove & re-execute the work or remove & replace the materials or articles complained of as the case may be at the risk & expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

CLAUSE 17; Work to be open to inspection. Contractor or responsible agent to be present: All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection & supervision of the Engineer-in-charge & his subordinates, & the contractor shall at all times during the usual working hours, & at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders & instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force & effect as if they had been given to the contractor himself.

CLAUSE 18; Notice to be given before work is covered up: The contractor shall give not less than five day's 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 & correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, & 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 & 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, & in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

CLAUSE 19; Contractor liable for damage done & for imperfections: If during the period of 0 from the date of completion as certified by the Engineer-in-charge pursuant to Clause-7 of the contract or 0 after commissioning the work, whichever is earlier in the opinion of the Exe. Engineer, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Exe. Engineer, duly commence execution & completely carry out at his cost in every respect all the work that may be necessary for rectifying & setting right the defects specified therein including dismantling & reconstruction of unsafe portions strictly in accordance with & in the manner prescribed & under the supervision of the Exe. Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice &/or to complete the same as aforesaid as required by the said notice, the Exe. Engineer get the same executed & carried out departmentally or by any other agency at the risk on account & at the cost of contractor. The contractor shall forthwith on demand pay to the MIDC the amount of such costs, charges & expenses sustained or incurred by the MIDC of which the certificate of the Exe. Engineer shall be final & binding on the contractor. Such costs, charges & expenses shall be deemed to be arrears of land revenue & in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights & remedies of the MIDC the same may be

recovered from the contractor as arrears of land revenue. The MIDC shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the MIDC to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by MIDC (of which the certificate of the Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor; or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

CLAUSE 20 Contractor to supply plant, ladders, scaffoldings etc.: The contractor shall supply at his own cost all materials (except such special materials, if any, as may, in accordance with the contract, be supplied from the MIDC stores) plant, tools, appliances, implements, ladders, cordage, tackles, scaffolding, & temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted form, & whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not & 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 be satisfied, or which is entitled to require together with carriage therefore, to & from the work.

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

The contractor shall also supply without charge the requisite number of persons with the means & materials necessary for the purpose of setting out works, & counting, weighing & assisting the measurement or examination at any time & from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor & the 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 of a sufficient portion thereof. The contractor shall provide all necessary fencing & lights required to protect the public from accident, & shall also be bound to bear expenses of defense of every suit, action or other legal proceedings, that may be brought by any persons for injury sustained owing to neglect of the above precautions, & to pay any damages & 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 for compromising any claim by any such person.

CLAUSE 21: The contractor shall provide suitable scaffolds & working platforms, gangways & stairways, & shall comply with the following regulations in connections therewith.

- a) Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from a ladder or by other means
- b) A scaffold shall not be constructed, taken down, or substantially altered, except
  - i) Under the supervision of a competent & responsible person; &
  - ii) as far as possible by competent workers possessing adequate experience in this kind of work.
- c) All scaffolds & appliances connected therewith & all ladders shall :-
  - i) be of sound materials;
  - ii) be of adequate strength having regard to the loads & strains to which they will be subjected; &

- 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 overloaded & so far as practicable the load shall be evenly distributed.
- f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength & 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 platforms, gangways & stairways shall :-
  - i) be so constructed that no part thereof can sag unduly or unequally.
  - ii) be so constructed & maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping; &
  - iii) be kept free from any unnecessary obstructions,
- j) In the case of working platforms, gangways, working places & stairways at a height exceeding eight feet.
  - i) every working platform & every gangway shall be closely boarded unless other adequate measure are taken to ensure safety.
  - ii) every working platform & gangway shall have adequate width; &
  - iii) every working platform, gangway, working place & stairway shall be suitably fenced.
- k) Every opening in the floor of a building or in a working platform shall, except for the time & to the extent required to allow the access of persons or the transport of shifting of material, be provided with suitable means to prevent the fall of persons or material.
- l) When persons are employed on a roof where there is a danger of falling from a height exceeding six feet suitable precautions shall be taken to prevent 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 & other working places.

CLAUSE 22: The contractor shall comply with the following regulations as regards hoisting appliances to be used by him:

- a) Hoisting machines & tackles, including their attachments, anchorages & support shall:-
- i) be of good mechanical construction, sound material & adequate strength & free from patent defect; &
  - ii) be kept in good repair & in good working order.
- b) Every rope used in hoisting/lowering materials or as a means of suspension shall be of suitable quality, adequate strength & free from patent defect.
- c) Hoisting machines & tackle shall be examined & adequately tested after erection on the site & before use & be re-examined in position at intervals to be prescribed by the MIDC.
- d) Every chain, ring, hook, shackle, swivel & pulley block used in hoisting/lowering materials or as a means of suspension shall be periodically examined.
- e) Every crane driver/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 or give signals to the operator.
- g) In the case of every hoisting machine & of every chain, ring, hook, shackle, swivel & pulley block used in hoisting/ lowering/ as a means of suspension the safe working load shall be ascertained by adequate means.
- h) Every hoisting machine & all gears referred to in the preceding regulation shall be plainly marked with the safe working load.
- i) In the case of a hoisting machine having a variable safe working load each safe working load & the conditions under which it is applicable shall be clearly indicated. j) No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- k) Motors, gears, transmissions, electric wiring & other dangerous parts of hoisting appliance shall be provided with efficient safeguards.
- l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- m) Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

CLAUSE 23: Measure for prevention of fire: The contractor shall not set fire to any standing jungle, trees, brushwood or grass without written permit from the Exe. Engineer. When such permit is given, & 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.

CLAUSE 24: Liability of contractor for any damage done in or outside work area: Compensation for all damage done intentionally or unintentionally by contractor's labor whether in or beyond the limits of MIDC property

done intentionally or unintentionally by contractor's labor whether in or beyond the limits of MIDC property including any damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint & the estimates of the Engineer-in-charge subject to the decision of the Suptd. Engineer on appeal shall be final & the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in Clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from MIDC to the contractor under this contract or otherwise.

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

CLAUSE 25: Employment of female labour: The employment of female labourers on works in the neighborhood of soldier's barracks should be avoided as far as possible.

CLAUSE 26: Work on Sundays: No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.

CLAUSE 27: Work not to be sublet. Contract may be rescinded & security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent: The contract shall not be assigned/sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do or become insolvent or commence any proceeding to get himself adjudicated an insolvent or make any composition with his creditors, or attempt so to do or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of MIDC in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract, & the security deposit of the contractor shall thereupon stand forfeited & be absolutely at the disposal of MIDC & the same consequences shall ensue as if the contract had been rescinded under Clause 3 hereof & in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

CLAUSE 28: Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss: 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 MIDC without reference to the actual loss or damage sustained, & whether any damage has or has not been sustained.

CLAUSE 29: Changes in the constitution of firm to be notified: 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.

CLAUSE 30: Works to be under direction of Suptd.Engineer: All works to be executed under the contract shall be executed under the direction & subject to the approval in all respects of the Superintending Engineer of the Circle for the time being, who shall be entitled to direct at what point(s) & in what manner they are to be commenced, & from time to time carried on.

CLAUSE 31: Decision of Superintending Engineer to be final:

CLAUSE 31: Decision of Superintending Engineer to be final:

Except where otherwise specified in the contract & subject to the powers delegated to him by MIDC under the Code rules then in force, the decision of the Suptd. Engineer of the Circle for the time being shall be final, conclusive & binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings & instructions hereinbefore mentioned & as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter or thing whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or other 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.

CLAUSE 32: Stores of European/American manufacture to be obtained from MIDC: The contractor shall obtain from the MIDC's store all stores & articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores & articles elsewhere. The value of such stores & articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the Schedule in Form 'A' attached to the contract & if they are not entered in the said Schedule, they shall be debited to him at cost price which for the purposes of this contract shall include the cost of carriage & all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

CLAUSE 33: Lump sums in estimates: 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 items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump amount entered in the estimate, & the certificate in writing of the Engineer-in-charge shall be final & conclusive against the contractor with regard to any sum(s) payable to him under the provision of this clause.

CLAUSE 34: Action where no specification exists: In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specification, & in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions & requirements of the Engineer-in-charge.

CLAUSE 35: Definition of work: The expression "work(s)" where used in these conditions, shall, unless there be something in the subject or context repugnant to such construction, be construed to mean the work(s) contracted to be executed under or in virtue of the contract, whether temporary or permanent & whether original, altered, substituted or additional.

CLAUSE 36: Contractor's percentage whether applied to net or gross amounts of bill: The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.

CLAUSE 37: Payment of quarry fees & royalties: All quarry fees, royalties, duties & ground rent for stacking materials, if any, should be paid by the contractor, as specified elsewhere in tender.

CLAUSE 38: Compensation under the Workmen's Compensation Act: The contractor shall be responsible for & 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 paid by MIDC as principal under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by MIDC from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

CLAUSE 39: The contractor shall be responsible for & 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 MIDC the same shall be recoverable from the contractor forthwith & be deducted without prejudice to any other remedy of MIDC from any amount due or that may become due to the contractor.

CLAUSE 40: The contractor shall provide all necessary personal safety equipment & first aid apparatus available for the use of the persons employed on the site, shall maintain the same conditions suitable for immediate use at any time & shall comply with the following regulations in connection herewith :-

- a) The workers shall be required to use the equipment so provided by the contractor & 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 & kept ready for use & 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 41: Claim for Quantities entered in the Tender or Estimate:

1. Quantities in respect of the several items shown in the tender are approximate & 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 different percentage of permissible variation, the quantity of the item does not exceed the tender quantity by more than 25% & 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 Rs.5,000/-.

2. The contractor shall, if ordered in writing by the Engineer to do so, carry out any quantities in excess of the limit mentioned above in sub-clause (1) hereof, on the same conditions as & in accordance with the specifications in the tender & at the rates (i) derived from the rates entered in the current Schedule of Rates & in absence of such rates, (ii) at the rate prevailing in the market. The said rate being increased/decreased as the case may be, by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender based on Schedule of Rates applicable to the year in which the tender was invited. For the purpose of operation of this clause, this cost shall be taken to be worked out from the DSR prevailing at the time at the acceptance of tender.

3. Claims arising out of reduction in the tender 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 Rs.5,000/-. (The clause is not applicable to extra items)

4. The clause is not applicable to extra items.

5. There is no change in the item rate if the excess is more than 25% of the tendered quantity but the value of excess work at the tendered rate does not exceed Rs.5000/-

6. The quantities to be paid at tendered rate shall include

a) Tendered quantity plus

b) 25% excess of the tendered quantity or the excess quantity of the value of Rs.5000/- at the tendered rates, whichever is more.

CLAUSE 42: Employment of famine affected labour: The contractor shall employ any famine, affected, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

CLAUSE 43: Claim for compensation for delay in starting the work: No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works, on account of any delay in according sanction to estimates.

CLAUSE 44: Claim for compensation for delay in the execution of work: No compensation shall be allowed for any delay 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, excavation in mud, sub-soil water or water standing in borrow pits & no claim for an extra rate shall be entertained, unless otherwise expressly specified.

CLAUSE 45: Entering upon or commencing any portion of work: The contractor shall not enter upon or commence any portion of work except with the written authority & instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

CLAUSE 46: Minimum age of persons employed, the employment of donkeys &/or other animals & the payment of fair wages:

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

ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide & 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/ animal found working which does not satisfy these conditions & no responsibility shall be accepted by MIDC for any delay caused in the completion of work by such removal.

v) The contractor shall pay fair & reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor & his workmen on the grounds that the wages paid

are not fair & reasonable the dispute shall be referred without delay to the Exe. Engineer, who shall decide the same. The decision of the Exe. Engineer shall be conclusive & 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 MIDC at the sanctioned tender rates.

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

CLAUSE 47: Method of payment: Payment to contractors shall be made by cheques drawn on any bank within the Division convenient to them, provided the amount exceeds Rs.10. Amounts not exceeding Rs.10 will be paid in cash.

CLAUSE 48: Acceptance of conditions compulsory before tendering for work: Any contractor who does not accept these conditions shall not be allowed to tender for works.

CLAUSE 49: Employment of scarcity labour: If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Exe. Engineer or be any person to whom the Exe. Engineer may have delegated this duty in writing to be in need of relief & shall be bound to pay to such persons wages not below the minimum which the Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Exe. Engineer whose decision shall be final & binding on the contractor.

CLAUSE 50: The prices 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 & description of goods under the provisions of Hoarding & Profiteering Prevention Ordinance, 1943 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding & Profiteering Prevention Ordinance the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher price. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price on the permissible under the Hoarding & Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

CLAUSE 51: The rates to be quoted by the contractor must be inclusive of all royalty, duties, cess, but excluding GST .

CLAUSE 52: The contractor should as far as possible obtain his requirement of labour, skilled & unskilled from the nearest Employment Exchange.

CLAUSE 53: The provision regarding contractor's labours provisioning the Contract Labour (Regulation & Abolition) Act, 1970 with the Maharashtra Contract Labour (Regulation & Abolition) Rule, 1971 shall be binding on the contractors. If the provision in the said Act contradicts with any of the provisions regarding Contractor's labours in any of the clauses in this tender, the provisions in the Contract Labour (Regulation & Abolition) Act, 1970 with the Maharashtra Labour (Regulation & Abolition) Rules, 1971 shall prevail.

CLAUSE 54: The contractor shall comply with the provisions of the Apprentices Act, 1961 & the rules & the orders issued under these from time to time. If he/they fails to do so, the failure will be a breach of the contract & the

Superintending Engineer, may in his discretion, cancel the contract. The contractor shall be liable to him/them, of the provisions of the Act.

CLAUSE 55: Supply of materials etc. by the contractors: The contractors are to provide every article (with the exceptions noted in Schedule 'A' attached) which may be necessary & requisite for the due & proper execution of the several works included in contract according to the true indent & measuring of the drawings & specifications taken together which are to be signed by Exe. Engineer, MIDC, (hereinafter called the Exe. Engineer) & by the contractor (s) whether the same may or may not have been prescribed in the specifications or shown on the drawings provided however that the same are reasonable & obviously to be informed therefor. In case of any discrepancy between the drawing & the specification the Exe. Engineer, shall decide which of the two is to be followed.

CLAUSE 56: Execution of work: The contractor shall set out the whole of the work as per approved drawings & details supplied to him & as per the instruction given during the execution of work by the Engineer-in-charge or his agent, & shall rectify any errors, which may be found therein & shall provide all necessary labour & materials for the purpose. The contractor shall also provide plants, labour & materials (with the exceptions noted in Schedule attached which may be necessary & requisite for the works). The materials & workmanship are to be the best of their respective jobs. The contractor shall have the work in all respects clean & perfect at the completion thereof.

CLAUSE 57: Drawings & Specifications: Atleast 6 copies of the drawings & specifications submitted by the Contractor & approved & signed by the Superintending Engineer shall be furnished by the Contractors to the MIDC & copies there of shall be kept on binding. Contractor's agent who is to be constantly kept on the ground by the Exe. Engineer, MIDC, under Schedule 'A' of the contract will supply plain MS rounds &/or TOR steel depending upon the availability. As such, designs based on exclusive use Tor steel shall not be accepted.

CLAUSE 58: Control over works: The Exe. Engineer or his duly authorised representative have at all times access to the works which are to be entirely under his control. He may require the Contractors to dismiss person in the Contractor's employment upon the works if such person in his opinion is incompetent or misconducts himself & the contractor shall forthwith comply with every such requirements.

CLAUSE 59: Materials left at site: All works & materials brought & left upon the site of the work either by the contractor or by his orders for the purpose of forming part of the work are to be considered to be property of the MIDC, & the same shall not be removed or carried away by the Contractor or any other person, without the special leave or consent in writing of the Exe. Engineer, but the MIDC shall not in any way be answerable for any loss or damage which may happen to or in respect of any such work or materials on account of the same being lost or stolen or injured or damaged by weather or otherwise.

CLAUSE 60: Removal & substitution of materials: The Exe. Engineer, shall have full power to order the removal from the premises of the materials which in his opinion are not in accordance with the specifications & may employ other persons to remove the same without having to be answerable or accountable for any loss or damage that may be caused to such materials. The Exe. Engineer, shall also have full power to order other proper material to be substituted & in case of default the Exe. Engineer, may cause the same to be supplied & all cost which be incurred in such removal & substitution shall be borne by the contractor.

CLAUSE 61: Action in case of improper materials & workmanship: If in the opinion of the Exe. Engineer, any work

or any part thereof is executed with improper materials or defective workmanship, the contractor shall when required by the Exe. Engineer, forthwith re-execute the same & substitute proper material & workmanship & in case of default by the contractor in so doing within a week from the date of the requisition, the Exe. Engineer, shall have full power to employ other persons to re-execute the work & cost there of shall be borne by the contractor.

CLAUSE 62: Action & compensation payable in case of backlog/delay: If at any time before security deposit is refunded to the Contractor, it shall appear to the Exe. Engineer or his subordinate in-charge of the work, that any works have been executed with unsound, imperfect or unskillful workmanship or with materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the Contractor & then not with standing the fact that the work, materials or articles complained or any have been inadvertently passed, certified & paid for, the contractor shall be bound to forthwith rectify or remove or reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified & provide other proper & suitable materials or articles at his own charge & cost. In the event of his failing to do so within in the limit aforesaid, the Contractor shall be liable, to pay compensation at the rate of 1 % on the amount of the estimated cost for every day not exceeding 10 days, during which the failure so continues & in the event of any such failures as aforesaid the Engineer-in-charge may rectify or remove & re-execute the work or remove & replace the material/articles complained of, as the case may be, at the risk & expenses in all respects of the Contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above is not acceptable, then it will be straight way rejected.

CLAUSE 63: Performance & guarantee of the work or plant completed by the contractor: The contractor shall make good & repair defects in materials & workmanship & performance etc. revealed in the finished work or the plant completed by him, for a period of 0 from the date of which final completion certificate, is issued by the Engineer-in-charge. The decision of the Engineer-in-charge as to the necessity of repairs shall be binding on the contractor. If the contractor fails to maintain & keep in proper condition the work completed by him or if the plant erected by him falls in performance of guarantee furnished by the contractor over the stipulated period of maintenance or performance, then the Engineer-in-charge shall be entitled to carry out the necessary repairs, departmentally or through another agency at the cost of contractor. The decision of Engineer-in-charge regarding the amount of the expenses incurred in carrying out the repairs shall be final & binding on the contractor. The Engineer-in-charge shall be entitled to forfeit the whole or any part of the security deposit towards the expenses incurred by him in repairing the work completed by the contractor.

CLAUSE 64: Responsibility of contractor for damage or fire etc.: From the commencement of the work to the completion of the same, the work shall be under the Contractor's charge. The contractor shall be held responsible for any damage done to the same by fire or any other cause & they shall be liable to make good all such damages & to carry out any repairs which may be rendered necessary to the same by fire or other causes & they are to hold the MIDC harmless from any claims for injuries to persons or structural damage, damage to property happening from any neglect or default or want of proper care or misconduct on the part of the Contractor or any of their employee during the execution of the work.

CLAUSE 65: Execution of work included in the contract: The Exe. Engineer shall have full power to send workmen on the premises to execute fittings & other works not included in the Contract & for which the Contractors shall afford every reasonable facility during ordinary working hours, provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract. The contractor shall not however be responsible for any damage which may happen to or be occasioned in the execution of any such fittings or other works



# Maharashtra Industrial Development Corporation

## Schedule A

**Name Of Work** : M & R to Roads at Sinnar Industrial Area... Removing illegal encroachment along roadside, open spaces, reserved spaces, amenity spaces in Sinnar Indl Area

Schedule showing (approx) the material to be issued to the contractor for works to be executed on this contract, & the rate at which they are to be charged.

| Sr. No. | Particulars | Quantity | Rate at which the Material is to be charged to the contractor with unit | Unit | Place of Delivery |
|---------|-------------|----------|---|------|-------------------|
| NIL     | NIL         | NIL      | NIL   | NIL  | NIL               |

### **TERMS & CONDITIONS FOR ISSUE OF MATERIAL UNDER SCHEDULE 'A'**

1. Materials required in excess of the quantity may or may not be supplied by the Deptt. If not supplied, the contractor should make his own arrangements to provide the same, for which no extra claims will be entertained.

2. All materials remaining unused after the completion of the works should be returned to the Department at the Departmental Store. For the materials remaining unused & not returned, recovery will be effective at twice the issue rate of the materials or the prevailing market rate at the time of completion of work, whichever is higher.

3. Considerable delay is likely to occur in getting the materials required to be conveyed by rail, whether such materials are to be supplied by the MIDC or by the contractor himself. The contractor, therefore, should submit indent for his requirement sufficiently in advance to allow for the period usually taken for supply of such material.

No responsibility can be accepted for such delays in regard to supply of these materials. Every assistance will be given to obtain the supplies as quickly as possible.

4. Contractor should check the materials before they are issued to him. Any complaint after the material is accepted by him will not be entertained.

5. The contractor should make his own arrangements for storing, the material issued to him, by constructing a pucca shed which should be leak proof & should protect against moist climates.

6.All other materials not included in the above schedule will have to be procured by the contractors from the open market at his own cost.

7.The contractor shall maintain a regular account of consumption of the material issued to him by the Department, either at cost or free of cost & shall be produced when asked for.

8.All conveyance charges including loading & unloading operations for bringing the materials issued from the place of delivery to the site of work should be borne by the contractor.

9.Weight of MS rounds that will be issued under Schedule 'A' will be computed on the basis of following table.

| Dia of Bar in mm. | Weight in Kg/RM length of bar |
|-------------------|-------------------------------|
| 6                 | 0.22                          |
| 8                 | 0.39                          |
| 10                | 0.62                          |
| 12                | 0.89                          |
| 16                | 1.58                          |
| 18                | 2.00                          |
| 20                | 2.46                          |
| 22                | 2.92                          |
| 25                | 3.85                          |
| 28                | 4.83                          |
| 32                | 6.31                          |
| 36                | 7.99                          |
| 40                | 9.87                          |

In case of dispute or delegations in diameters, computation of weights shall be made at a rate of 0.785 Kg/Sq.cm. of cross sectional area.

10.The issue of steel from the stores stipulated in Schedule 'A' shall be on the basis of lengths of MS rounds measured in metric system to the nearest 10mm. length. The surplus steel after completion of work shall also be taken back & measured on the same basis. The MS rounds returned to the departmental store shall be in the form of cut pieces of whole lengths remaining unutilised & will be accepted as such. Pieces of length one metre & above shall accepted. The percentage waste in the form of pieces of length below one metre shall not be more than 1% of the tonnage actually used in work. Any additional loss beyond 1% stipulated above, shall be treated as used in an unauthorized & wasteful manner, & recovery at double the issue rate or market rate, whichever is more, shall be effected for such wasteful use of steel.



# Maharashtra Industrial Development Corporation

## Schedule B

**Name Of Work** : M & R to Roads at Sinnar Industrial Area... Removing illegal encroachment along roadside, open spaces, reserved spaces, amenity spaces in Sinnar Indl Area

| <b>Amount And Rate In (Rs)</b> |                 |  |             |  |             |                     |
|--------------------------------|-----------------|--|-------------|--|-------------|---------------------|
| <b>Sr.No</b>                   | <b>Quantity</b> | <b>Item Description</b>  | <b>Rate</b> | <b>Rate In Words</b>                                   | <b>Unit</b> | <b>Amount</b>       |
| 1                              | 256.00          | Supply of JCB engaged for removal of Encroachment ...etc. including operator/driver, fuel for machinery and as directed by Engineer-in-charge.   | 1,272.00    | Indian Rupee One Thousand Two Hundred Seventy Two Only | Hours       | 3,25,632.00         |
| 2                              | 400.00          | Supply of unskilled labour for ... Removing of Encroachment ...etc. etc.   | 615.00      | Indian Rupee Six Hundred Fifteen Only                  | Per Day     | 2,46,000.00         |
| 3                              | 64.00           | Supply of Supervisor for removal of encroachment ... etc.  | 677.00      | Indian Rupee Six Hundred Seventy Seven Only            | Per Day     | 43,328.00           |
| 4                              | 256.00          | Supply of Tipper -10 MT including operator/driver, fuel for machinery and as directed by Engineer-in-charge.   | 988.00      | Indian Rupee Nine Hundred Eighty Eight Only            | Hours       | 2,52,928.00         |
| 5                              | 16.00           | Providing video shooting with photograph for removal encroachment in industrial Area   | 10,000.00   | Indian Rupee Ten Thousand Only                         | Per Day     | 1,60,000.00         |
| 6                              | 256.00          | Procuring Crane up to 10 MT capacity at site of work on hire basis, during removing of encroachment period etc. including operator/driver, fuel for machinery and as directed by Engineer-in-charge. | 1,135.00    | Indian Rupee One Thousand One Hundred Thirty Five Only | Hours       | 2,90,560.00         |
| <b>Total Amount Rs :</b>       |                 |  |             |  |             | <b>13,18,448.00</b> |

| <b>Schedule B -- Summary</b> |                    |                     |
|------------------------------|--------------------|---------------------|
| <b>Sr.No.</b>                | <b>Description</b> | <b>Amount In Rs</b> |
| 1                            | Sub Estimate       | 13,18,448.00        |
| <b>Total</b>                 |                    | <b>13,18,448.00</b> |
| <b>Say</b>                   |                    | <b>13,18,448.00</b> |

DRAWINGS

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