

Maharashtra Metro Rail Corporation Limited

(A Joint Venture of Govt. of India & Govt. of Maharashtra)

(Nagpur Metro Rail Project)



Name of Work:- Construction of Four Lane Road from TCI warehouse to Khapri Station, Providing RCC drain, Canvas Concreting At-Grade Section within Metro Corridor Near MIHAN ROB.

Tender No:-N1(U/S)/(C)-23/2017

December-2017

Managing Director

Maharashtra Metro Rail Corporation Limited

“Metro House”, 28/2, CK Naidu Marg,

Anand Nagar, Civil Lines,

Nagpur – 440 001 (M.S.), India

Telephone : (0712) 255417

Website : www.metrotrainnagpur.com; E-mail : md.nmrcl.tenders@gmail.com

Maha-Metro,e-tendering portal <https://mahametrotrain.etenders.in>

INDEX		
SR.NO	PARTICULRS	PAGE NO.
1	Cover Pagae	1
2	Index	2
3	Tender NIT	3
4	Proposal and Tender Programme	5
5	Tender Schedule	6
6	Detail Tender Notice	7
7	Tender Procedure	8
8	Eligibility Criteria	18
9	Instructions To the Tenderer	19
10	Percentage rate Tender and Contract Work (Form B-1)	24
11	Conditions of Contract	30
12	Declaration of Contractor	59
13	Affidavit (Annexure-I)	60
14	Additional Security(BG)	61
15	Performance Guarantee	63
16	Additional Specifications / Conditions	65
17	Additional Instructions to Tenders	75
18	Special Conditions of Conditions of Contract	85
19	General Conditions	90
20	List of Approved Materials	138
21	Schedule "A"	142
22	Schedule "B"	143
23	Statement -I	150
24	Statement-II	151
25	Statement-II(A)	152
26	Statement-III (Deleted)	153
27	Statement-IV (Deleted)	154
28	VII – Form of Power of Attorney for signing of bid.	155
29	Drawings	158

Note: - The Contractor is advised to verify the documents mentioned in the above index & sign the index ascertaining of having verified

Signature of Contractor

**General Manager (Proc)
Maha-Metro, Nagpur**

**E- Tender No: N1-(U/S)/(C)-23/2017, Dated 20/12/2017****E-TENDER NOTICE**

MAHARASHTRA METRO RAIL CORPORATION LIMITED (Maha-Metro), invites by e-tender percentage rate B-1 Tender from Civil contractors registered with Central Government/ State Government / Public Sector Undertaking / Urban Local body in appropriate class as per tender Schedule below.

T.No	Name of Work	Estimated Cost EMD	Period of Completion	Class of Registration Contractor	Cost of Bidding Document
10	Construction of four lane road from TCI warehouse to Khapri Station, providing RCC drain, canvas concreting at grade section within metro corridor near MIHAN ROB	₹ 3,50,73,196/- ₹ 1,75,400/-	15 weeks	Civil Contractor registered in appropriate class with above department	Rs.10,000/ -

- 01] Bidders are advised to note the eligibility and minimum qualifying criteria specified in the Section Instructions to bidder of bid document.
- 02] **Availability of Bid Documents:** The interested Bidders may download the bidding documents from Maha-Metro e-tendering portal <https://mahametrorail.etenders.in> under the section recent on line tenders on payment of bid document cost by electronics transfer as per instructions in e-tender tool kit of the portal. The same can be Downloaded from **16.00 Hrs on 23/12/2017 to 16.00 Hrs on 17/01/2018.**
- 03] **Bid Queries:** Bidders are requested to mail their queries regarding the bid in word format **up to 11.00 Hrs on 03/01/2018** on email ID: md.nmrc.tenders@gmail.com, mentioning the Tender no. in the subject.
- 04] **Submission of Bid Documents:** The bid documents should be submitted on-line on the Maha-Metro e-tendering portal before **16.00 Hrs on 17/01/2017** as per the procedure given in the portal.
- 05] **Date and Time of Opening of Bids:** On-line submitted bids shall be opened in presence of bidders who choose to remain present at **16.30 Hrs on 17/01/2017** or as may be decided by Maha-Metro, Nagpur.
- 06] **Address for Communication:** Office of the Managing Director, Maharashtra Metro Rail Corporation Ltd., "Metro House", 28/2,CK Naidu Marg, Anand Nagar, Civil Lines, Nagpur. Maharashtra, Pin Code-440001, Telephone: (0712)2554217, Website:www.metroinagpur.com; email: md.nmrc.tenders@gmail.com.

GENERAL MANAGER (PROCUREMENT)
Maha-Metro, NAGPUR

Maharahstra Metro Rail Corporation Limited
(A Joint Venture of Govt. of India & Govt. of Maharashtra)
(Nagpur Metro Rail Project)

Notice inviting e-tender No. N1(U/S)/(C)-23/2017

Tender No. : N1(U/S)/(C)-23 /2017, Dated 20/12/2017

Name of Work:- Construction of four lane road from TCI warehouse to Khapri Station, providing RCC drain, canvas concreting at grade section within metro corridor near MIHAN ROB.

Estimated cost : Rs.3,50,73,196/-

Earnest Money : Rs.1,75,400/-

Time (Period of completion): Fifty Two (15) Calendar weeks

TENDER PROGRAMME

Tender No:- N1(U/S)/(C)-23/2017, Dated 20/12/2017

Name of Work:- Construction of four lane road from TCI warehouse to Khapri Station, providing RCC drain, canvas concreting at grade section within metro corridor near MIHAN ROB.

Amount put to tender	Rs.3,50,73,196/-
Earnest Money	Rs.1,75,400/-
Total Performance Guarantee /Security deposit @ 10 %	Rs.35,07,500 /- (50 % at the time of Agreement in the form of BG and 50 % deducted from R.A. Bills)
Time stipulated for completion -	Fifty Two (15) Calendar weeks

The EMD applicable amount shall be paid via online mode only.

-: TENDER SCHEDULE: -

Period of download of bidding document	:- From 16.00 Hours on 23.12.2017 up to 16.00 Hours on 17.01.2018 .
Pre bid Queries	:- Bidders have to submit their bid queries via mail in word format up to 11.00 Hours 03.01.2018 on email Id: md.nmrcl.tenders@gmail.com mentioning the tender no. and date in the subject. Also bid queries can be submitted on above date and time to the Office of the Managing Director, Maharashtra Metro Rail Corporation Ltd. (Maha-Metro), "Metro House", 28/2, CK Naidu Marg, Anand Nagar, Civil Lines, Nagpur, Maharashtra, Pin Code – 440 001.
Last date and time for receipt of queries	:- Till 11.00 Hours on 03.01.2018
Last date and time for online Bid preparation and hash submission	:- Till 16.00 Hours on 17.01.2018
Last date and time of Submission of Bid	:- Till 16.00 Hours on 17.01.2018
Place time and date of opening technical bids	:- Office of the Managing Director, Maharashtra Metro Rail Corporation Ltd. (Maha-Metro), "Metro House", 28/2, CK Naidu Marg, Anand Nagar, Civil Lines, Nagpur, Maharashtra, Pin Code – 440 001, Date:17.01.2018 Time 16.30 Hours or as may be decided by Maha-Metro.
Place, Time and date of opening financial bids	:- Office of the Managing Director, Maharashtra Metro Rail Corporation Ltd. (Maha-Metro), "Metro House", 28/2, CK Naidu Marg, Anand Nagar, Civil Lines, Nagpur, Maharashtra, Pin Code – 440 001, Date and time for opening of financial bids will be communicated to the technically qualified successful bidders as decided by Maha-Metro.

Note:

- 1) The tendering process is through e-tendering portal of Maha-Metro, <https://mahametrorail.etenders.in>
- 2) Bid document cost and earnest money deposit is to be paid on-line as per procedure given in the Maha-Metro e-tendering portal.

TO BE FILLED BY THE CONTRACTOR.

I/We have quoted my/our offer in percentage rate in words as well as in figures specifying **below/ at Par /above**. I/We further undertake to enter into Contract in regular 'B-1' form in Maha-Metro.

Name and signature of Contractor/Power of Attorney Holder with complete address.

Maharashtra Metro Rail Corporation Limited

(A Joint Venture of Govt. of India & Govt. of Maharashtra)
(Nagpur Metro Rail Project)

DETAILED E-TENDER NOTICE TO CONTRACTOR

Tender No:- N1-(U/S)/(C)-23/2017, Dated 20/12/2017

Name of Work:- Construction of four lane road from TCI warehouse to Khapri Station, providing RCC drain, canvas concreting at grade section within metro corridor near MIHAN ROB.

Online percentage rate tenders in "B-1" form are invited by the **General Manager (Procurement)** on behalf of Managing Director, **Maharashtra Metro Rail Corporation Limited, Nagpur** for the following work from Civil contractors registered with Central Government/ State Government / Public Sector Undertaking / Urban Local body in appropriate class as per tender Schedule below.

The name of work, estimated cost, earnest money, security deposit/performance security, time limit for completion etc. is as under.

T.No	Name of Work	Estimated Amount put to tender	Earnest Money Diposit	Stipulated Period of Completion	Cost of tender document	Remarks
10	Construction of four lane road from TCI warehouse to Khapri Station, providing RCC drain, canvas concreting along at grade section within metro corridor near MIHAN ROB.	Rs.3,50,73,196/-	Rs.1,75,400/-	15 weeks	Rs.10,000/-	Civil Contractor registered in appropriate class with above department

Tender form, conditions of contract, specifications and contract drawings can be downloaded from the Maha-Metro e-Tendering portal i.e. <https://mahametrorail.etenders.in> after entering the details, payment of **Rs. 10,000/- (Rupees Ten Thousand only)** should be paid **online using payment gateway. The tender document fees will be nonrefundable.**

(Toll Kit for using E-Tender Portal of MAHA-METRO)

TENDERING PROCEDURE

A] Tender Forms.

- i. Tender Forms can be purchased from the e-Tendering Portal of MAHA-METRO, i.e. <https://mahametrorail.etenders.in> after paying Tender Fees via online **mode** as Per the **Tender Schedule**.
- ii. Bidder should have valid class II/III digital signature certificates (DSC) obtain from any certifying authorities.
- iii. Bidder should install the Java and NxtCrypto service available on the Home Page of Download section [URL:- https://mahametrorail.etenders.in](https://mahametrorail.etenders.in)

B] Pre-requisites to participate in the Tenders processed by MAHA-METRO:

i. Enrolment of Contractors on Electronic Tendering System:

The Contractors interested in participating in the Tenders of MAHA-METRO processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID.

If the information is found to be complete, the enrolment submitted by the Vendor shall be approved automatically.

The Contractors may obtain the necessary information on the process of enrolment either from Helpdesk Support Team or may visit the information published under the link Help manual and tutorials on the Home Page of the Electronic Tendering System.

ii. Obtaining a Digital Certificate:

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class - II or Class -III). This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value during the Tender Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature

Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online.

Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

For information on the process of application for obtaining Digital Certificate, the Contractors may visit the section Digital Signature Forms on the Home Page of the Electronic Tendering System.

iii. **Recommended Hardware and Internet Connectivity:**

To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

iv. **Set up of Computer System for executing the operations on the Electronic Tendering System:**

To operate on the Electronic Tendering System of MAHA-METRO, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Downloads on the Home Page of the System.

The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the Help manual and Tutorials available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

C) The e-tender portal contains two sections Technical Bid Submission & Financial Bid Submission.

- i. **Technical Bid Section:** - Technical Bid Section shall contain all Document and enclosures as directed in NIT, ITT and EQ. Bidder shall upload the PDF copy of such documents in Technical Section only.
- ii. **Financial Bid Section:** - All prices/Commercial offers/ or any information pertain to commercial offer required by MAHA-METRO from the bidders, shall be filled/ uploaded (If directed by MAHA-METRO) in Financial bid Section only.
- iii. **No information pertaining to Financial Bid section should be uploaded/disclosed in Technical Bid Section or vice versa.**

D) Steps to be followed by Contractors to participate in the e-Tenders processed by Maha-Metro.

i. Preparation of online Briefcase:

All Contractors enrolled on the Electronic Tendering System of MAHA-METRO are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Tender Submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

Note: Uploading of documents in the briefcase does not mean that the documents are available to Maha-Metro at the time of Tender Opening stage unless the documents are specifically attached to the Tender during the Tender Submission stage.

ii. Online viewing of Detailed Notice Inviting Tenders:

The Contractors Can View The Detailed **Tender Notice (NIT)** Along With The Time Schedule (Key Dates) For All The Live Tenders Released By Maha-Metro And **Eligibility**

Criteria (EQ) On The Home Page Of Maha-Metro E-Tendering Portal On <https://Mahametrorail.Etenders.In> Under The Section Online Tenders. Viewing & Downloading The **NIT & EQ** Is Free Of Cost.

iii. Download of Tender Documents:

After going through the NIT & EQ, if bidder finds himself eligible for the bidding, he may purchase the complete bid document via online mode by paying the cost of Tender Document by Debit Card/Credit Card/ Net Banking as described on E-Tender Portal. After paying the cost of the document, bidder may download the complete bid documents.

iv. Online Submission of Bid:

- a. At the stage of EMD, the EMD payment may be either in the form of Cash or Bank Guarantee or combination of both. Bidders are advised to refer the Instruction to Tenderers and Bid Data Sheet of the concerning Bid. For detail provision of payment of EMD, bidders are advised to refer concerning clause of Bid Document
- b. For Cash component Payment of EMD, which bidder has to pay online using any one online pay mode as **RTGS, NEFT, Debit Card, Credit Card & Net Banking** through payment gateway of E-Tender Portal. For EMD payment, if bidder uses NEFT or RTGS then system will generate a challan (in two Copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment against the challan.
- c. Bidder should ensure the payment of online EMD, 72 Hours (Excepting Holiday if any) prior to the final submission date of the Bid.*
- d. Bidders have the option to pay EMD either at the initial stage of submission of bid or at the final stage of submission of bid, when all mandatory formats/ documents filled/ uploaded.
- e. If the EMD is in form of Bank Guarantee or part of EMD in form of BG, scan copy of such BG shall be uploaded by bidders in technical section of E-Tender Portal.
- f. Bidder shall download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender Portal using his DSC (i.e. DSC of POA/ Owner) & read the all tender Instruction & clauses carefully.
- g. For submission of Tender Document and Corrigendum, Tick (v) Submission Process has been enabled in Technical section of E-Tender Portal of MAHA-METRO. Bidders have to tick (v) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums. By clicking the tick (v) the bid documents & corrigendum /addendum shall automatically attached to offer of bidder. Further bidder may proceed for submission by clicking submit button.**
- h. If the bidder has completed the submission process of his bid before due date of submission and in between employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (v)” to the new added corrigendum,**

in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it.

- i. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
- j. All required enclosures as per bid document shall be uploaded in "Technical Envelope" / "Technical Section" of E-Tender portal by using DSC of bidder.
- k. The "Technical Envelope" / "Technical Section" of E-Tender portal has been provided with facilities to upload a file of maximum size of 10 mb only at each entity.
- l. If bidder are desirous to upload a file more than 10mb size , he shall spilt the file in two or more parts of 10mb or lesser than 10mb each and can upload the same at appropriate **Technical Template** or "**Additional Document**" section of "**Technical Envelope/section**" of E-Tender Portal.

Note:-

- * **Realization of NEFT/RTGS payment normally takes 24 hours, so it is advised to make Sure that NEFT/RTGS payment activity should be completed well before time.**
- * **NEFT/RTGS option will be depend on the amount of EMD.**
- * **Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering Portal.**

v. Short listing of Contractors for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The shortlisted Contractors will be intimated by email.

vi. Opening of the Financial Bids:

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids.

vii. Tender Schedule (Key Dates):

All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule.

At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended.

Note: - For details illustrations, please refer or down load the PPT demonstration available on E-Tender portal of <https://mahametrorail.etenders.in>.

Terms and Conditions for Online-Payments

The Terms and Conditions contained herein shall apply to any person ("User") using the services of MAHA-METRO Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering

Service provider and Payment Gateway Service provider through MAHA-METRO Maharashtra website i.e. <https://mahametrorail.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy:

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender.
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offers. General

Terms and Conditions for E-Payment on E-Tender Portal

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund for Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be affected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second

payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

- i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
- ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability of Merchant/ Payment Gateway

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
(I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

Miscellaneous Conditions:

Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

1. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
 - i. Choose a new password, whenever required for security reasons.
 - ii. Keep his/ her User ID & Password strictly confidential.
 - iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet cafe.

Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by

the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
 - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
 - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
 - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
 - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information

3. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
4. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
5. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
6. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

Payment Gateway Disclaimer: The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

Eligibility Criteria

Bidding is opened to all bidders who satisfy the qualification criteria set forth in the bidding documents with respect to their experience and financial capabilities. **No JV/Consortium is permitted.** The contract shall be awarded to contractors as per Maha-Metro policy.

The bidding is opened to the Civil Contractors registered with Central Government / State Government / Public Sector Undertaking / Urban Local Body in appropriate class.

1. Contractor shall have completed similar type of work such as construction of road including ashphalting as provided at s.no.3.
2. Average Annual Turnover of last three financial years (**2014-15, 2015-16, 2016-17**) shall not be less than **Rs.105 lakh.**
3. **Should have executed a similar type of work i.e construction of road including asphaltting in single order of value equivalent to at least Rs.280 lakh of the estimated cost in last three years. OR two orders each of Rs.175 lakh of the estimated cost in last three years. OR three orders each of Rs.140 lakh of estimated cost in last three years.** With any State Government/Central Government/ Public sector Undertaking (PSU)/Urban local bodies/Listed company at stock exchange, during the preceding three financial years(i.e,2014-15,2015-16,2016-17). The completion certificate from the officer not below the rank of Executive Engineer of the concerned department should be submitted.
4. Should have GST Registration Number/Certificate.

INSTRUCTIONS TO THE TENDERER
Technical Section (DOCUMENTS AND TENDER)
INITIAL FILTER

Sr. no.	Brief detailed of document/ index required	Response	
		Yes	No
1	The technical section shall contain the following documents and submitted to the technical section of e-tender Portal.		
2	Forwarding letter clearly indicating the documents attached therein with index page denoting the documents attached and their page number.		
3	Whether the tender Document including the set of clarifications/corrigendum/addendum issued by the Maha-Metro is submitted.		
4	Whether copy of Valid contractor Registration Certificate in Civil works with Central Government / State Government/ Public Sector Undertaking / Urban Local Body in appropriate class is submitted.		
5	Whether Copy of GST Registration Number/Certificate is submitted		
6	Whether Copy of Partnership Deed in case of Partnership Firm, Memorandum / Article of Association in case of Company & Power of Attorney is submitted		
7	Whether Details of work tendered for & in hand is submitted (Also information to be given in Statement-I).		
8	Experience under similar type of work shall be evaluated as follows: Should have completed single value work of Rs.280 lakh OR Should have completed two value works each one of them Rs.175 lakh OR Should have completed three value works each one of them Rs.140 lakh.Whether work Completion Certificate & Performance Certificate from the officer not below the rank of Executive Engineer is submitted. (Also information to be given in Statement-II).		
9	Whether statement showing average Annual Turnover for the last three financial years(2014-15, 2015-16, 2016-2017) of magnitude of more than Rs.105 lakh is submitted. Average Annual Turnover certified by CA/Auditor should be Submitted. (Information to be given in (Statement II- A).		
10	Whether Copy of Affidavit past contractual performance is submitted (ANNEXURE – I).		
11	Whether, All enclosures / documents submitted by bidders are numbered & the first page should be the Index page of the enclosures /documents clearly mentioning the name of the document & its page number.		

Important Note:

- 1.1 **Answer to all points mentioned above should be "Yes" for bidder to qualify Initial Filter**
- 1.2 The financial section will be opened only after ascertaining the technical eligibility confirmed on the basis of documents submitted in the Technical section.
- 1.3 All copies duly signed & scanned shall be up loaded in connection with Tender.
- 1.4 Tenderer should not quote his offer anywhere directly or indirectly in Technical section.If the financial offer is found to be quoted any where in the Technical section of Tender document, then his submitted tender will be rejected outright and his bid will not be considered for further evaluation.
- 1.5 Similar type of works: The similar type of work as stated in Sr.No.8 above shall cover construction of road including ashphalting .
- 1.6 Details of all similar types of executed work in the last three years. The certificate should be signed by the authority, for whom the contractor has executed the work and shall be submitted along with statement II. **(Work experience shall be considered only with any State Government/Central Government/ Public sector Undertaking (PSU)/Urban local bodies/Listed company at stock exchange, during the last preceding three financial years)**
- 1.7 **The entire bid document along with all corrigendum and addendum issued from time to time and requisite enclosures required to be uploaded in the E-Tender portal of Maha-Metro by the authorized representative/signatory on behalf of the bidder with his digital signature. The bidder who fails to upload as mentioned aforesaid the entire document, his bid shall be treated as non-responsive and not considered for evaluation. Digitally signed tender document should be uploaded to the Technical section.**
- 1.8 Every statement shall be given index no. on Top.

1.5 Financial Section (FINANCIAL BID)

The "Financial Section" shall contain only financial offer. The Tenderer should quote his / her offer on-line only in terms of percentage of estimated rates at the appropriate place to be submitted only in Financial Section. He should not quote his offer any where directly or indirectly in Technical Section. The contractor shall quote for the work as per details given in the main tender and also based on the detailed set of conditions issued / Additional stipulations made by the Department as informed to him online on <https://mahametrorail.etenders.in> from General Manager(Procurement) on behalf of Managing Director, Maharashtra Metro Rail Corporation Ltd. (Maha-Metro), after Pre-Tender queries. His tender shall be unconditional.

1.6 SUBMISSION OF TENDER: -

Refer to Section '**Guidelines to Bidders on the operations of Electronic Tendering System of Nagpur Metro Rail Corporation Ltd. (Maha-Metro)**', for details.

1.7 OPENING OF TENDERS:

On the date, specified in the **Tender Schedule**, following procedure will be adopted for opening of the Tender.

(A) Technical Section: - (Documents and Tender)

First of all, Technical Section of the tender will be opened **online** to verify its contents as per requirements. If the various documents contained in this section do not meet the requirements of the Maha-Metro, a note will be recorded accordingly by the tender opening authority and the said tenderers Financial Section will not be considered for further action and the same will be rejected.

The decision of the tender opening authority in this regard shall be final and binding on the contractors.

(B) Financial Section: (Financial Bid)

This section shall be opened online after opening of Technical section and its evaluation will be carried out. If contents of Technical section are found to be acceptable to the Maha-Metro, there after tendered rates in Schedule 'B' or percentage **above/at par/below** the estimated rates shall then be read out in the presence of bidders who remain present at the time of opening of financial section. (Commercial Bid).

1.8 EARNEST MONEY:

The EMD if applicable will be paid via online mode. The earnest money will be refunded in due course in case of tenderers whose tenders are not accepted. In case of successful tenderer the Earnest money will be refunded after recovering initial security deposit/performance security and completion of contract documents by the tenderer. The amount of Earnest Money will be forfeited to Maha-Metro in case the successful contractor does not pay the amount of initial security deposit/performance security within specified time limit. The EMD of second and third successful bidder i.e. L2 & L3 will be refunded on execution of agreement with L1 bidder.

1.9 SECURITY DEPOSIT/PERFORMANCE SECURITY /PERFORMANCE GUARANTEE:

The successful tenderer shall have to pay half the security deposit/performance security in approved security form preferably in the form of Bank Guarantee of Schedule Commercial Bank /Nationalize Bank having branches in **Maharashtra** and balance Security deposit/performance security will be recoverable through the bills at

the percentage as shown in item(s) of the Memorandum in printed B-1 form or as may be decided by the **General Manager (Proc)/ Chief Project Manager** during course of execution of the work looking to the position and circumstances that may prevail, whose orders will be final and binding on the contractor. The security deposit/performance security for the due performance of the contract shall be as detailed in the Tender Documents elsewhere, Fifty percent of the security deposit/performance security will have to be deposited within time limit as prescribed in clause-1 of B-1 form at the time of agreement and the remaining fifty percent will be recovered from the Running Bills at the rate of 5 %. Amount of total security deposit/performance security to be paid shall be 10 % of the cost of work. This is a compulsory deduction.

1.9. A. ADDITIONAL SECURITY DEPOSIT: -

In Case the tender offer the rates more than 10% below of tender amount, he shall have to pay additional security deposit at the rate of 10% of the amount exceeding 10% below of the tender amount before acceptance of tender for assurance of good performance of the work such additional security deposit shall be paid in the form of BG valid for 12 month of any Schedule Commercial Bank / Nationalize Bank. EMD shall be forfeited to the Maha-Metro, if additional security deposit is not remitted. Additional security deposit shall be refunded along with final bill.

ADDITIONAL SECURITY DEPOSIT

=Rs.[% rate quoted by the contractor -10] x10/100 x cost put tender

100

1.10 ISSUE OF FORMS:

Information regarding contract as well as blank tender forms can be downloaded from the **e-tendering portal of Maha-Metro** upon providing the details of the payment of cost as detailed in the N.I.T.

1.11 TIME LIMIT:

The work is to be completed within time limit as specified in the N.I.T. which shall be reckoned from the date of written order for commencing (LOA) the work and shall be inclusive of monsoon period.

1.12 TENDER RATE:

No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulations will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts.

1.13 TENDER UNITS:

The tenderers should particularly note the units mentioned in the Schedule "B" on which the rates are based. No change in the units shall be allowed. In the case of difference between the rates written in figures and in words, the correct rate will be the one, which is lower of the two.

1.14 CORRECTION:

No corrections shall be made in the tender documents. Any corrections that are to be made shall be made by crossing the incorrect portion and writing the correct portions above with the initials of tenderer.

1.15 TENDER'S ACCEPTANCE:

Acceptance of tender will rest with **the Managing Director, Maharashtra Metro Rail Corporation Ltd. (Maha-Metro)**, who reserves the right to reject any or all tenders without assigning any reason therefore. The tenderer whose tender is accepted will have to enter in to a regular B-1 agreement within 15 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the Maha-Metro and the offer of the tenderer shall be considered as withdrawn by him.

1.16 CONDITIONAL TENDER:

The tenders who do not fulfill the condition of the notification and the general rules and directions for the guidance of contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefore.

1.17(a) The tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, the conditions of rock and its joints, pattern, river, weather characteristics, labour conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.

1.17(b) The data whatsoever supplied by the Maha-Metro along with the tender documents are meant to serve only as guide for the tenderers while tendering and the Maha-Metro accepts no responsibility whatsoever either for the accuracy of data or for their comprehensiveness.

1.17(c) The quarries for extraction of metal, murum etc. provided in the sanctioned estimate are as per survey conducted by the Maha-Metro. The Contractor should however examine these quarries and see whether full quantity of materials required for execution of the work strictly as per specification are available in these source before quoting the rates. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from any other source with no extra cost to Maha-Metro. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the Revenue Department by the Contractor.

1.18 POWER OF ATTORNEY:

If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender.

1.19 The tenderer may, in the forwarding letter, mention any points are may wish to make clear but the right is reserved to reject the same or the whole of the tender if the same becomes conditional tender thereby.

1.20 The contractor or the firms tendering for the work shall inform the Maha-Metro, if they appoint their authorized Agent on the work.

1.21 No foreign exchange will be released by the Maha-Metro for the purchase of plants and machinery for the work by the Contractor.

1.22 Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue, if not paid amicably. Moreover, recovery of Government dues from the Contractors will be affected from the payment due to the Contractor from any other Government works under execution with them.

- 1.23** All pages of tender documents, conditions, specifications, correction slips etc. shall be initialed by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.
- 1.24** The Income Tax at 2.30 % including surcharge 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.
- 1.25** The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority a valid contract license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money
- 1.26 VALIDITY PERIOD :**
The offer shall remain open for acceptance for minimum period of 90 days from the Date of opening of Financial section(Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due. (Ref. to memorandum of B-1 Form Chapter).

FORM B-1

PERCENTAGE RATE e-TENDER AND CONTRACT OF WORK.

MAHARASHTRA METRO RAIL CORPORATION LIMITED

(A Joint Venture of Govt. of India & Govt. of Maharashtra)

Tender No:- N1(U/S)/(C)-23/2017, Dated 20/12/2017

Name of work:- Construction of four lane road from TCI warehouse to Khapri Station, providing RCC drain, canvas concreting along at grade section within metro corridor near MIHAN ROB.

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS.

- 1) All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Managing Director, Maharashtra Metro Rail Corporation Ltd. (Maha-Metro) and signed by General Manager (Proc). Also published newspapers Hindi, Marathi, English and on Maharashtra Metro Rail Website:www.mertorailnagpur.com. Details of tender is available on Maha-Metro e-tender portal <https://mahametrorail.etenders.in>.
- 2) 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/performance security to be deposited by the successful tenderer and the percentage. If any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates, scheduled rates and any other documents required in connection with the work which will be signed by General Manager (Proc) for the purpose of identification shall also be open for inspection by contractors at the office of the General Manager (Proc) 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 the Managing Director, Maha-Metro such specifications, with designs and drawings shall form part of the accepted tender.

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

- 2(A) i) The Contractor shall pay along with the Tender the sum of **Rs.1,75,400/-** as and by way of earnest money. The said amount of earnest money shall not carry any interest whatsoever.
- ii) In the event of his/her tender being accepted, subject to the provision of sub clause below, the said amount of earnest money shall be appropriated towards the amount of security deposit/performance security payable by him/her under condition of contract.
- iii) If after submitting the tender, the contractor withdraws his/her offer or modifies the same or if after the acceptance of his/her Tender, the Contractor fails or neglects to furnish the balance of performance security deposit/performance security, without

prejudice to any other rights and powers of the Maha-Metro hereunder, or in law Maha-Metro shall be entitled to forfeit the full amount of the earnest money deposited by him/her.

- iv) In the event of his/her Tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under the provisions of sub-clause (iii) above, be refunded to him/her on his/her passing receipt there for.(Amended vide GR. B&C Departments No. CAT-1272/ 44277-Q dated 3.3.1973.
- 3) Receipt 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 receipts shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
- 4) Any person who submits a tender shall fill up the usual printed form including the column total according of estimated quantities stating at what % above or below the rates specified in schedule B (Memorandum showing items of works to be carried out) he/she is willing to undertake the work. Only one rate of such percentage on all the estimated rates shall be named. Tenderers which propose any alteration in the work 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 to rejection. No Printed Form of Tender shall include a Tender for more than one work, but if contractor who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and the number of work to which they refer written outside the envelope.
- 5) The **General Manager (Proc)** will open tenders on behalf of **Managing Director, Maha-Metro** in the presence of any intending contractors who have submitted tenders or his representative who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall thereupon, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule-1. In the event of a tender being rejected, the competent Officer shall authorize the Bank concerned to refund the amount of earnest money deposited by 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 any or all of the tenders.
- 7) No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Maha-Metro unless it is signed by the **General Manager (Proc)**.
- 8) The memorandum of the work to be tendered for and the schedule of materials to be supplied by the Maha-Metro and their rates shall be filled in and completed by the office of the **General Manager (Proc)** before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have done this before the completes and delivers his/her tender.
- 9) All work shall be measured net by standard measure and according to the rules and customs of the Maha-Metro 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) Every registered contractor shall produce along with his tender certificate of registration as approved contractor in the appropriate class and renewal of such registration with date of expiry.
- 12) All correction and additions or pasted slips should be initiated.
- 13) The measurement of work will be taken according to the usual method in the Maha-Metro and no proposal to adopt alternative methods will be accepted. The Chief Project Manager decision as to what is "the usual method in use in Maha-Metro" will be final.
- 14) The tendering Contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract and the value of the work that remains to be executed in each case on the date of submitting the tender in the form specified for the same.
- 15) Every tenderer shall submit along with the tender information regarding the Income Tax circle, or ward of the district in which he is assessed to Income-Tax, the reference to number of the assessment and the assessment year and a valid income Tax clearance certificate.
- 16) In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the Maha-Metro for the purchase of plant and machinery required for the execution of the work contracted for.(GBC/PWD /CFM/ 1058-62517 dated 26-09-59.)
- 17) The contractor will have to construct shed for storing controlled and valuable materials issued to him under Schedule "A" of the agreement at work site, having double locking arrangement. The materials will be taken for use in the presence of the Maha-Metro person. No materials will be allowed to be removed from the site of work.
- 18) The contractor shall also give a list of machinery in their possession and which they propose to use on the work in **Statement -III.(Deleted)**
- 19) Deleted.
- 20) Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in this favour under provision of Contract Labour (Regulation and Abolition) Act, 1970 before starting work failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Maha-Metro.
- 21) The contractor shall comply with the provisions of the apprentice 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 Managing Director, Maha-Metro 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.
- 22) The successful tenderer will have to furnish performance guarantee in the form of BG on the stamp paper of Rs.100/- for the 5% of the tendered amount in the prescribed proforma enclosed as and when required by the Engineer-in-charge. The cost of the stamp paper shall be borne by the Contractor.

TENDER FOR THE WORKS.

I/We hereby tender for the execution, for the Maha-Metro (here in before and here in after referred to as "Maha-Metro") of the work specified in the underwritten memorandum within the time specified in such memorandum at the rate quoted by me /us in financial bid enclosed in Financial section or as per the rates finalized during subsequent negotiations and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 here of and in Clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by the Maha-Metro, such materials and the rates to be paid for them shall has as provided in Schedule 'A' here to.

Contractors Signature and Seal of Contractor

MEMORANDUM

1)

A	If several sub-works are included they should be detailed in a separate.	General Description: TenderNo.N1(U/S)/(C)-23/2017. Construction of four lane road from TCI warehouse to Khapri Station, providing RCC drain, canvas concreting at grade section within metro corridor near MIHAN ROB.
B	Tender Cost.	Rs.3,50,73,214/-
C	The amount of earnest money to be deposited shall be in accordance with the provisions of tender document.	Earnest Money Deposit Rs.1,75,400/-
D	This deposits shall be in accordance as per tender document.	<u>Performance Security / Security deposit;</u> i) 5% of the contract amount in the form of BG valid for a period for entire term and six months thereafter to be submitted within 15 days from the date of issuance of letter of acceptance from Schedule commercial bank / Nationalized bank. ii) 5% To be deducted from each of the bills payable.
E	Give schedule where necessary showing dates by which the various items are to be completed	Time allowed for the work from date of written order to commence within 10 days.

- 1) I/We hereby agree that this offer shall remain open for acceptance for a minimum period of 90 days from the day fixed for opening the same and thereafter until it is withdrawn by me/us/ by notice in writing duly addressed to the authority opening the tenders and sent by registered post with A.D. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Maha-Metro, should I/We fail to (1) abide by the stipulation to keep the offer open for the period mentioned above or (2) sign and complete the contract documents required by the Engineer and furnish the security deposit/performance security as specified in item (D) of memorandum contained in paragraph 1 above within the time limit laid down in clause 1 of the annexed conditions of the contract. The amount of earnest money may be adjusted towards the security deposit/performance security or refunded to

me/us if so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

- 2) Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeit and pay to Maha-Metro the sum of money mentioned in the said conditions. **Sum of Rs. 1,75,400/- (Rs. One lakh Seventy Five thousand, and Four Hundred Only)** is here with forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Maha-Metro, should I/We do not deposit the full amount of Security deposit/performance security specified in the above memorandum, in accordance with Clause (1) of the said conditions of the contract, otherwise the said sum of **Rs. 1,75,400/-** shall be refunded.

Contractor (Address)

**Signature of Contractor before
Submission of Tender.**

Dated the (Witness) day of

Signature of Witness

Contractors Signature.
(Address)
(Occupation)

Signature of the Officers
by whom accepted.

The above tender is hereby accepted by me on behalf of Maha-Metro.

**General Manager (Proc)
Maha-Metro, Nagpur.**

Dated the day of

Note: Wherever in the tender document, if name of NMRCL(Formerly Nagpur Metro Rail Corporation limited) appears ,the same shall be construed to mean and should be read as Maha-Metro(Maharashtra Metro Rail Corporation Limited).

CONDITIONS OF CONTRACT

<p>Clause 1</p>	<p>The person/persons whose tender may be accepted (herein after called the contractor, which expression shall unless excluded by or repugnant to the context include his, heirs, executors, administrators, contractor and assigns) shall (A) within 15 days of the receipt by him of the notification of letter of acceptance of his tender, deposit with the General Manager (Proc) in the form of Bank Guarantee From Nationalized / Schedule Commercial Bank of value amounting to 5% of the accepted tendered cost as security deposit/performance security specified in the tender to be deposited before contract agreement and agree the remaining 5 % Security deposit/performance security shall be deducted from running bills that shall payable and in the event of his security deposit/performance security/performance security being reduced by reason of any such penalty, the contractor shall, within ten days thereafter, make good in cash any sum or sums. If the amount of the Security deposit/performance security / performance security to be paid in Form of BG within the period specified at (A) above is not paid, the Tender/Contract already accepted shall be considered as cancelled and EMD forfeited. The amount of the Security deposit/performance security/performance security lodged by a contractor shall be refunded along with the Payment of the final bill, if the date up to which the contractor has agreed to maintain the work in good order is over. If such date is not over, only 50% amount of security deposit/performance security/performance security shall be refunded along with the payment of the final bill. The amount of security deposit/performance security/performance security retained by the Maha-Metro shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period up to which the contractor has agreed to maintain in the work in good order, then, subject to provisions of clauses 17 and 20 hereof the amount of Security deposit/performance security/performance security retained by Maha-Metro shall be adjusted towards the excess cost incurred by the Maha-Metro on rectification work.</p>	<p>Security deposit/Performance Security</p>
<p>Clause 2</p>	<p>The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor(LOA). The work shall throughout the stipulated period of the contract be proceeded with, all due diligence</p>	<p>Compensation for delay</p>

	<p>(time being deemed to be the essence of the contract) on the part of the Contractor and the contractor shall pay as compensation as amount equal to 1% or such smaller amount as the Chief Project Manager(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 every day that work remain sun commenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the works, the contractor shall be bound in all cases, in which the time allowed for any work exceeds one month to complete.</p> <p style="padding-left: 40px;">1/4 of work in 1/4th of the time 1/2 of work in 1/2th of the time 3/4 of work in 3/4th of the time</p> <p>Full work will be completed in full time i.e. in 15 weeks of the time including monsoon period.</p> <p>In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent, or such smaller amounts as the Chief Project Manager (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the total amount of compensation to be paid under provision of this clause shall not exceed 10 percent of the estimated cost of the work shown in the tender. Chief Project Manager should be the final authority in this respect irrespective of the fact the tender is accepted by the Managing Director/General Manager (Proc).</p>	
Clause 3	<p>In any case in which under any clause or the contractor shall have rendered himself liable to pay compensation amounting to the whole of Security deposit/performance security (whether paid in one sum or this deducted by installments)or the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Chief Project Manager on behalf of the Managing Director Maha-Metro, shall have power to adopt any of the following courses as he may deem best suited to the interests of Maha-Metro.</p>	Action When Whole of Performance Security /Security Deposit is Forfeited
	<ol style="list-style-type: none"> a. To rescind the contract (for which rescission notice in writing to the contractor under the hand of the Chief Project Manager (shall be conclusive evidence) and in that case the security deposit/performance security of the Contractor shall stand forfeited and be absolutely at the disposal of Maha-Metro. b. To carry out the work or any part of the work departmentally debiting the contractor which the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charged establishment employed for getting the unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the 	

contractor under the terms of the contract. The certificate of the Chief Project Manager as to the cost of the work and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

C. To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and cost of the work executed by the new contract agency will be debited to contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Chief Project Manager as to the all cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to value of the work so done shall be final and conclusive against to 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 thereto for actually performed by him under this contract unless and until the Chief Project Manager shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractor, the amount of excess value shall be deducted from any money due to the contractor by the Maha-Metro. under the contract or otherwise, Howsoever or from his security deposit/performance security or the sale proceeds thereof provided howsoever, that the contractor shall have no claim against Maha-Metro even if certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses provided always that whichever of the three courses mentioned in clause (a), (b) or (c) is adopted by the Chief Project Manager 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 engagement or made any advance on account of or with a view to the execution of the work or the performance of contract.

Clause 4	If the progress of any particular portion of the work is unsatisfactory the Chief Project Manager shall notwithstanding the general progress of the work is satisfactory in accordance with clause 2, be entitled to take action under clause 3(b) after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.	Action when the progress of any particular portion of the work is unsatisfactory.
Clause 5	In any case in which any of the powers conferred upon the Chief Project Manager by Clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in any future case of default by the contractor for which by under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit/performance security and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Chief Project Manager 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 and stores in or upon the works or the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing, for the same in account at the contract rates, or in case of contract rates not being applicable at current market rates, to be certified by the Chief Project Manager (whose certificate there of shall be final. In the alternative the Chief Project Manager may after giving notice in writing to the contractor or to his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice and in the event of contractor failing to comply with any such requisition the Chief Project Manager may remove them at the contractor's expenses or sale them by auction or private sale, on account of the contractor at his risk in all respects, and the certificate of the Chief Project Manager as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale be final and conclusive against the contractor	Contractor remains liable to pay compensation if action not taken under clause -3 Power to take possession of or require removal of or all contractor's plant
Clause 6	If the Contractor shall desire an extension of 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 Chief Project Manager before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date to which he was hindered as aforesaid or on which the cause for asking extension occurred, whichever is earlier and the Chief Project Manager or in the opinion of the Managing Director , Maha-Metro, as the case may be, if in his opinion there were reasonable ground for granting an extension; grant such extension as he thinks necessary or proper. The decision of the Chief Project Manager /	Extension of time

	Managing Director Maha-Metro in this matter shall be final.	
Clause 6-A	In the case of delay in handing over the land required for the work due to unforeseen cause, the contractor shall not be entitled for any compensation whatsoever from the Maha-Metro on the ground that the machinery or the labour was idle for certain period. Contractor may, however apply for extension of time limit which may be granted on the merit of the case.	
Clause 7 :-	On completion of the work the contractor shall be furnished with a certificate by the Chief Project Manager (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 and rubbish and shall have cleaned of the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work or until the work 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 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 and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus material and rubbish, and cleaning off dirt on or before the date fixed for the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned off, the dirt from all wood work, doors, windows, walls, floors or other parts of any building in or upon which the work has been executed or of which he may have had possession for the purpose of executing the work or until the work shall have been measured by the Engineer in charge or where the measurements have been taken by his Subordinates until they have received approval of the Engineer In Charge, the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this Clause as to the removal of scaffolding, surplus materials & rubbish & cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred but shall	Final Certificate

	have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale there	
Clause 8	No payment shall be made for any work estimated to cost less than Rs. One Thousand , till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of the works estimated to cost more than Rs. One thousand, the contractor shall on submitting a monthly bill there for, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payment shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done & completed. and shall not preclude the Engineer-in-charge from requiring any bad unsound, imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof, in any respect or the accruing of any claim, nor shall it conclude, determine or affect in any other way the powers of the Engineer-in-charge as to final settlement and adjustment of the 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 measurement and of the total amount payable for the work shall be final and binding on all parties.	Payments on intermediate Certificate to be regarding as advances.
Clause 9	The rates for several items of work estimated rates to cost more than Rs. One Thousand agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where 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 preparation of final or on account bills.	Payments at reduced rates on account of items of work not accepted as completed to be at the discretion of the Engineer-in-charge
Clause 10	A bill shall be submitted by be contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim so far as it is admissible shall be adjusted, if possible, within 10 days from the presentation of the bill, if the contractor does not submit the bill within time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list	Bill to be submitted monthly.

	which shall be binding on the contractor in all respects.	
Clause 11	The Contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in -charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rate hereinafter provided for such work.	Bill to be on printed form.
Clause 12	If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Maha-Metro store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge, (such material and stores, and the prices to be charged therefore as here-in-after mentioned being so-far-as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise from the security deposit/performance security, or the proceeds of sale thereof, if the security deposit/performance security is held in Maha-Metro securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Maha-Metro and shall on no account be removed from the site of the work and shall at all times be open to inspection by the Engineer-In-Charge. Any such materials unused and is in perfectly in good condition at the time of completion or determination of the contract shall be returned to the Maha-Metro stores, if the Engineer-In-Charge so requires by notice in writing given under his hand, but the contractor shall not be entitles to return any such, materials except with consent of the Engineer In Charge and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such material.	Store supplied by MAHA-METRO
Clause 12(A)	All stores of controlled material such as cement, steel, Bitumen, etc. supplied to the contractor by Maha-Metro should be kept by the contractor under lock and key and will be accessible for inspection by the Chief Project Manager or his authorized agent at all the times.	Store Material

<p>Clause 13</p>	<p>The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also confirm exactly fully and faithfully to the designs, and drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office or at the site of work during office hours. The contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs.1000/- per set of contract drawing and Rs. 500/- per working drawing except where otherwise specified.</p>	<p>Work to be executed in accordance with specifications, drawings, orders etc.</p>
<p>Clause 14</p>	<p>The Engineer-in-charge shall have power to make any alteration in or additions to or additions to, the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connections which may be given to him in writing signed by the Engineer -in-charge and such alterations shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as a part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to the main work and at the same rates as per specified in the tender for the main work. And if the additional or 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 schedule of rates of the Maha-Metro or at the rate mutually agreed upon rates between the Engineer-in-charge and the contractor which ever are lower. If the additional or altered work for which no rate is entered in the scheduled of rates of the Maha-Metro , is ordered to be carried out before the rates are agreed upon, then the contractor shall within 7 days of the date of receipt by him of order to carry out work inform the Engineer-in-charge of the rates which if is his intension to charge for such class of work, and if the Engineer-in-charge does not agreed to this rate he shall by notice in writing be at liberty to cancelled his ordered to carry out such class of work and 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 rate shall have been determined as lastly herein before mentioned then in such case</p>	<p>Alterations in specification & designs not to invalidate contract.</p> <p>Rate for works not entered in the estimate on schedule of rate of the district.</p>

	<p>he shall only be entitled to be paid in respect of the work carried out or expenditure incurred in by him prior to the date of the determination of the rate as aforesaid according to such rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Managing Director of the Maha-Metro will be final.</p> <p>Where however, the work is to be executed according to the designs, drawings, and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings, and specifications to the tender.</p> <p>The time limit for completion for work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.</p>	<p>Extension of time in consequence of additions or alterations</p>
--	--	--

<p>Clause 15</p>	<p>(1) If at any time after the execution of the contract documents, the Engineer In Charge shall for any reason whatsoever (other than default on the part of the contractor for which Maha-Metro is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate state at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment except to the extent specified here-in-after</p> <p>2) Where the total suspension of the work ordered as aforesaid continued for a continuous period exceeding 90 days, the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry or expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done and to pay the final bill. Upon given such notice, the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract on receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provision of this clause.</p> <p>(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 day of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on account of his having, have to pay the salary or wages of labour engaged by him during the said period of suspension. Provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any</p>	<p>No claim to any Payment or compensation for alteration in or restriction of work.</p>
-------------------------	--	---

	<p>suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.</p> <p>(4) In the event of</p> <p>i) Any total stoppage of work on notice from the Engineer under sub-clause (1).</p> <p>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.</p> <p>iii) Curtailment in the quantity of an item or items originally tendered on account of any alteration, omission or substitutions in the specifications, drawings, designs or instructions under clause 14(1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the items specified in the tender is more than Rs.10,000/- (Rupees Ten thousand only). It shall be open to the contractor within 90 days from the service of (i) the notice of stop page of work or (ii) the notice of withdrawal from the contractual obligation under the contract on account of the continued suspension of the work or (iii) notice under clause 14(1) resulting in such curtailment to produce to the Engineer in charge Satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the government to take over on payment such material at the rates determined by the Engineer. Provided however such rates shall in no case exceed the rates at which the same were acquired by the contractor. The Maha-Metro shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirement of the unexecuted work as specified in the accepted tender and are of quality and specification approved by the Engineer in charge.</p>	
<p>Clause 15-A</p>	<p>The Contractor shall not be entitled to claim any compensation from Maha-Metro for the loss suffered by him on account of delay by Maha-Metro in the supply of materials entered in Schedule A where such delay is caused by</p> <p>i) Difficulties relating to supply of railway wagons.</p> <p>ii) Force majeure.</p> <p>iii) Act of God</p> <p>iv) Act of enemies of the States or any other reasonable cause beyond the control of Maha-Metro.</p>	<p>No claim to compensation on account of loss due delay in supply of material by Maha-Metro</p>

	In the case of such delay in the supply of such materials, Maha-Metro shall grant such extension of time for completion of the works, as shall appear to the Chief Project Manager to be reasonable in accordance with circumstances of the case. The decision of Chief Project Manager as to the extension of time shall be accepted as final by the Contractor.	
Clause 16	Under no circumstances whatsoever shall the contractor be entitled to any compensation from Maha-Metro on any account unless the contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.	Time Limit for unforeseen claims.
Clause 17	If any time before the Security deposit/performance security 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 any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forth with to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provided other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of 1% on the amount of the estimate for every day not exceeding 10 days , during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractors 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 there for.	Action and compensation payable in case of bad work
Clause 18	All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-In-Charge and his sub-ordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinates to visit the works shall have been given to the contractor, either himself be present to receive	Work to be opened to inspection.

	order and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.	Contractor or Responsible agent to be present.
Clause 19	The Contractor shall give not less than 5 days notice in writing to the Engineer-in-charge or his subordinates in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.	Notice to be given before the work is covered up
Clause 20	<p>If during the period of 24 (Twenty Four) months for civil /electrical work,120 months (One hundred and twenty) for water proofing work and 120 (One Hundred and twenty) months for ant termite treatment work from the date of completion as certified by the Engineer-in charge pursuant to the clause 7 of the contract or 24 (Twenty four months) after commissioning of the work whichever is earlier in the opinion of the Chief Project Manager, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Chief Project Manager, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Chief Project Manager. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed there for in the said notice and/or to complete the same as aforesaid as required by the said notice, the Chief Project Manager may get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor.</p> <p>The contractor shall forthwith on demand pay to the Maha-Metro the amount of such costs, charges and expenses sustained or incurred by the maha-metro of which the certificate of the Chief Project Manager, shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Maha-Metro, the same on demand as aforesaid without prejudice to any other rights and remedies of the Maha-Metro, the same may be recovered from the contractor as arrears of land revenue. The Maha-Metro shall also be entitled to deduct the same from any amount</p>	Contractor liable for damage done and for imperfections.

	which may then be payable or which may thereafter becomes payable by Maha-Metro to the contractor either in respect of the said work or any other work whatsoever, or from the amount of the security deposit/performance security retained by Maha-Metro.	
Clause 21	<p>The contractor shall supply at his own cost all materials (except such special materials if any in accordance with the contract as may be supplied from the Maha-Metro Stores) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and any temporary works which may be required for the proper execution of the work, whether in the original, altered or substituted from, whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter on which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there for, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing which the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit/performance security or the proceeds of sale thereof or of a sufficient portion thereof.</p> <p>The contractor shall provide all necessary fencing and lights required to protect the Public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceedings at law that may be brought by any person for injury sustained owing to the neglect of the above precautions, and pay any damages and cost which may be awarded in any such suit, actions or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person.</p> <p>List of machinery in contractor's possession and which they propose to use on the work should be submitted along with the tender.</p>	<p>Contractor to supply plant ladders, scaffolding etc.</p> <p>And is liable for damages arising from non-provision of lights, fencing etc.</p>
Clause 21-A	<p>The contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connection therewith.</p> <p>a) Suitable scaffolds shall be provided for workman for all work that cannot be safely done from a ladder or by other means.</p> <p>b) A scaffold shall not be constructed, taken down or substantially altered except.</p> <p>i) Under the supervision of a competent and responsible person, and</p> <p>ii) As far as possible by competent workers possessing adequate experience in this kind of work.</p>	

	<p>c) All scaffolds and appliance connected there with and all ladders shall</p> <ul style="list-style-type: none"> i) be of sound material ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and iii) be maintained in proper condition. <p>d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.</p> <p>e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.</p> <p>f) Before installing lifting gear on scaffolds special precaution shall be taken to ensure the strength and stability of the scaffolds.</p> <p>g) Scaffolds shall be periodically inspected by a competent person</p> <p>h) Before allowing a scaffold to be used by his workmen the contractor shall check whether the scaffold has been erected by his workmen or not take steps to ensure that it complies fully with the regulations herein specified.</p> <p>i) Working platforms, gangways and stairways shall</p> <ul style="list-style-type: none"> i) Be so constructed that no part thereof can sag unduly or unequally. ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and be kept free from any unnecessary obstructions. <p>j) In the case of working platforms, gangways, working places and Stairways at a height exceeding 3 meters. (To be specified).</p> <p>i) Every working platform and every gangway shall have to be closely boarded unless other adequate measures are taken to ensure safety.</p> <p>ii) Every working platform and gangways, shall have adequate width and, every working platform, gangways, working places, stairway shall be suitably fenced.</p> <p>k) Every opening in the floor of the building or in working platform shall except for the time and to the extent required to allow the access or persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials.</p> <p>l) When persons are employed on a roof where there is danger of falling from a height exceeding 3 meters suitable precaution (to be prescribed) shall be taken to prevent the fall of persons or materials.</p> <p>m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working place. Safe means of access shall be provided to all working platforms and other working places.</p> <p>n) The contractor(s) will have to make payments to the labourers as per minimum wages act.</p>	
--	---	--

<p>Clause 21 B</p>	<p>The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him.</p> <ul style="list-style-type: none"> (a) Hoisting machines and tackle, including their attachment, anchorages and supports shall <ul style="list-style-type: none"> (i) be of good mechanical construction, sound material and adequate strength and free from patent defect and (ii) be kept in good repair and in good working order b) Every rope used in hoisting or lowering material or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect. c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and use before and be re- examined in position at intervals to be prescribed by the government. d) Every chain, ring hook shackle, swivel and pulley block used in hoisting or lowering of materials or as a means of suspension shall be periodically examined. e) Every crane driver or hoisting appliances operator shall be properly qualified. f) No person who is below the age of 21 years shall be in control of any hoisting machine, including any scaffolds, winch or give signals to the operator g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used on hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means. h) Every hoisting machine and all gear referred to in the preceding regulation shall be plainly marked with the safe working load. i) In the case of hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly indicated. j) No part of any hoisting machine or of any gear referred to in regulation of above shall be loaded beyond the safe working load except for the purpose of testing. k) Motors, gearing transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safe guards. l) Hoisting appliances shall be provided with such means as will reduce to a minimum 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 22	The contractor shall not set fire to any standing jungle, tree, brush wood or grass without a written permission from the Executive Engineer. When such permission is given and also in all cases when destroying cut or dug up trees, brush wood, 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 labour employed by him.	Measure for prevention of fire.
Clause 23	Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Maha-Metro. 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 and the estimates of the Engineer-in-charge subject to the decision of the Managing Director Maha-Metro on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer -in-charge from any sums that may be due to or become due from Maha-Metro 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 person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damages and cost that may be awarded by court in consequence.	Liability of contractors for any damage done in or outside work area.
Clause 24	The employment of female labourers on works in the neighborhood of soldier's barracks should be avoided as far as possible.	Employment of female labour.
Clause 25	No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.	Work on Sunday.
Clause 26	The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to get him adjudicated and insolvent or make any composition with his creditors, or attempt so to do the Engineer- in- charge may be notice in writing, regarding the contract. Also or if 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 employment, of the Maha-Metro in any way relating to his office or employment or 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. In the event of a contract being rescinded, the Security deposit/performance security of the contractor shall there upon stand forfeited and be absolutely at the disposal of the Maha-Metro and same consequences shall ensure as if the contract had been rescinded	Work not to be sublet. Contractor may be rescinded and Security deposit/performance security forfeited for subletting if without approval or for bribing a MAHA-METRO Officer or if Contractor becomes insolvent.

	under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.	
Clause 27	All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Maha-Metro without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.	Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.
Clause 28	In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.	Changes in the constitution of the firm to be notified.
Clause 29	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Chief Project Manager of the Maha-Metro for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried out.	

<p>Clause 30</p>	<p>(1) Except where otherwise specified in the contract and subject to the powers delegated to him by Maha-Metro under the code rules then in force, the decision of the Chief Project Manager of the Maha-Metro for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to the quality of the workmanship or material used on the work, or as to any other question, claim, right, matter or things whatsoever, in any way arising out of, or relating to the contract designs, drawing, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof.</p> <p>2) The contractor may within thirty days of receipt by him of any order passed by the Chief Project Manager of the Maha-Metro as aforesaid appeal against it to the Project Director concerned with the contract, work or project provided that</p> <p>a) The accepted value of the contract exceeds Rs. 10.00 lakhs (Rupees Ten Lakhs).</p> <p>b) Amount of claim is not less than Rs. 1.00 Lakh (Rupees One lakh)</p> <p>3) If the contractor is not satisfied with the order passed by the Project Director as aforesaid the contractor may within thirty days of receipt by him of any such order, appeal against it to the Managing Director, MAHA-METRO , if convinced that prima-facie the contractors claim rejected by the Chief Project Manager, MAHA-METRO is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by the Managing Director shall be final and binding on the contractor.</p>	<p>Work to be under direction and control of Chief Project Manager MAHA-METRO</p>
<p>Clause 31</p>	<p>The contractor shall obtain from the Maha-Metro stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up an articles required there for or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by Engineer-in-charge will be debited to the contractor in his account at the rates shown in the Schedule in form "A" attached to contract, and if they are not entered in the said Schedule, they shall be debited to him at cost price which for the propose of this contract shall include the cost of carriage and all other expenses whatsoever, which may have to be incurred in obtaining delivery of the same as the stores aforesaid.</p>	<p>Store of European or American manufacture to be obtained from the MAHA-METRO</p>

Clause 32	When the estimate on which a tender is made includes lump – sum in respect of parts of the work, the Clause 32. When the estimate on which tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of 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 sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.	Lump sums in estimates.
Clause 33	In the case of any class of work for which there is no such specification as in mentioned in Rule-1 such work shall be carried out in accordance with the Specifications, and in the event of there being no Maha-Metro Specifications, then in such case the work shall be carried out in all respect in accordance with all instructions and requirements of the Engineer-in-charge/ Chief Project Manager of Maha-Metro.	Action where no specifications.
Clause 34	The expression 'works' or 'work' where used in these condition shall, unless there be something in the subject or context repugnant to such construction be construed to mean the work or the works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.	Definition of work.
Clause 35	The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.	Contractor's percentage whether applied to net or gross amount of bill.
Clause 36	All quarry fees, royalties, and ground rent for stacking materials if any, should be paid by the contractor for use on Maha-Metro work.	Quarry fees & royalties
Clause 37	The contractor shall be responsible for and shall pay 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's. If such Compensation is payable and or paid by Maha-Metro as principal under the subsection (1) of section 12 of the said Act on behalf of the contractor, this shall be recoverable by Maha-Metro from the contractor under sub section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause I above.	Compensation under Workmen's Compensation Act.
Clause 37-A	The contractor shall be responsible for and shall pay expenses of providing Medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Maha-Metro the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of Maha-Metro from any amount due or that may become due to the	

	contractor.	
Clause 37-B	<p>The contractor shall provide all necessary personal safety equipment and first-aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulation in connection therewith :</p> <p>a) The worker shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.</p> <p>b) When work is carried on in proximity to any place where there is no risk of drawing, all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger</p> <p>c) Adequate provision shall be made for prompt first-aid treatment for all injuries likely to be sustained during the course of the work.</p>	
Clause 37-C	<p>The contractor shall duly comply with the provision of 'The Apprentices Act. 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and said Rules'.</p>	
Clause 38	<p>(1) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rates shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specification prescribing a different percentage of permissible variation in the quantity of the items does not exceed the tender quantity by more than 25% and so long as the value of the excess quantity beyond this limit, at the rate of the items specified in the tender, is not more than Rs.5,000/-.</p> <p>2) The contractor shall if ordered in writing by the Engineer-In-Charge, so to do also carry out any quantities in excess of the limit mentioned in Sub-Clause (1) here of on the same conditions as and in accordance with the specifications in the tender and at the rates</p> <p>(i) derived from the rates entered in the current schedule of rates and in the absence of such rates</p> <p>(ii) at the rate prevailing in market, the said rates being increased or decreased as the case may be, by the percentage which the total tendered amount bears to the estimate cost of the work as put to tender, based upon the Schedule of rates applicable to the year in which the tenders were invited (for the purpose of operation of this clause, this cost shall be taken to be Rs.3,50,73,196/-</p> <p>3) Claim arising out of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provisions of clause 15 only</p>	Claim for quantity of works entered in the tender or estimate

	when the amount of such reduction beyond 25% at the rate of the item specified in the tender is more than Rs. 5,000.00 . 4) The clause is not applicable to extra items.	
Clause 39	The contractor shall employ any famine, convict or other labour of a particular kind of class if ordered in writing to do so by the Engineer-in-charge.	Employment of famine or other labour etc.
Clause 40	No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition land or in the case of the clearance of work on account of any delay in according sanction to estimates.	Claim for compensation for Delay in the starting of work.
Clause 41	No compensation shall be allowed for any delay in 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, subsoil water or water standing in borrows pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.	Claim for compensation for delay in the execution of work.
Clause 42	The Contractor shall not enter upon or commence any portion of work except with the written authority and 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.	Entering upon or commencing and portion of work.
Clause 43	(i) No contractor shall employ any person who is under the age of 18 years. (ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least 3 inches wide and should be of tape (Newer). (iii) No animal suffering from sores; lameness or emaciation or which is immature shall be employed on the work. (iv) The Engineer in charge or his agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Maha-Metro for any delay caused in the completion at the work by such removal. (v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Chief Project Manager who shall decide the same. The decision of the Chief Project Manager shall be conclusive and binding on the contractor, but such decision shall not in any way affect the Contractor condition in the contract regarding the payment to be made by the Maha-Metro 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. (vii) The Contractor should take precautions against accidents which take place on account of labour using loose garments while working	Minimum age of persons employed the employment of donkey and/or other animals and the payment of fair wages

	near machinery.	
Clause 44	Payment to contractors shall be made by cheques/ RTGS /NEFT drawn on any Nationalize Bank within the Nagpur with Maha-Metro.	Method of Payment.
Clause 45	Any contractor who does not accept these conditions shall not be allowed to tender for works	Acceptance of conditions compulsory before tendering for the work.
Clause 46	If Government declare a state of scarcity or famine to exist in any village situated within 1 Km of work, the contractor shall employ upon such parts of the work as suitable for unskilled labour any person certified to him by the Engineer –in charge or by any person to whom Chief Project Manager may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below minimum which any dispute Maha-Metro may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Chief Project Manager whose decision shall be final and binding on the contractor.	Employment of scarcity labour.
Clause 47	The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by Maha-Metro or reasonable price which is permissible for him to charge as private purchaser for the same class and description of goods under the provisions of Hoarding and profiteering Prevention Ordinance, 1984 as amended from time to time. If the price quoted exceeds the controlled price of the price permissible under Hoarding and Profiteering prevention Ordinance, the contractor will specifically mention this fact in his tender along with reasons for quoting such higher price. The purchaser at his discretion will in such case exercises the right of revising the price at any stage so as to confirm with the controlled price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.	
Clause 47-A	The tendered rates shall be inclusive of all Taxes and Duties as per Goods & Service (GST) Act, net of input credit (if any) and custom tariff act Royalties, Cess etc. The price to be quoted shall be inclusive of all taxes.	
Clause 48	The rates to be quoted by the contractor must be inclusive of all taxes. No extra payment on this account will be made to the contractor.	
Clause 48 A	The contractors are bound to pay to the labourers wages according to the Minimum Wages Act 1948 applicable to the zone in accordance with the order issued in Government P.W.D/ Circular No. MWA/1063. Dated 07/12/1968	

Clause 49	In case of materials that may remain surplus with the contractor from those issued for the work contracted from the date of ascertaining of the materials being surplus be taken as the date of sale for the purpose of sales tax and the sale tax will be recovered on such sale.	
Clause 49-A	Deleted	
Clause 50 :-	The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labours and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment Departments Scheme. Provided, however that if the required number of unskilled labours are not available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with prior permission in writing of the Chief Project Manager of the said work, obtain the rest of the requirement of unskilled labour from outside the above scheme.	
Clause 51	The contractor shall pay the labourers skilled and unskilled according to the wages prescribe by Minimum Wages Act, 1948 applicable to the area in which the work of the contractor is located.	Wages to be paid to the skilled and unskilled labourers engaged by the contractor
Clause 52	All amounts whatsoever which the contractor is liable to pay to the MAHA-METRO in connection with the execution of the work including the amount payable in respect of 1. Material and or stores supplied/issued hereunder by the MAHA-METRO to the contractor. 2. Hire charges in respect of heavy plant, machinery and equipment given on hire by the Maha-Metro to the Contractor, for execution by him of the work and/or on which the advance have been given by the Maha-Metro to the contractor shall be deemed to be arrears of the land revenue and the Maha-Metro may without prejudice to any other rights and remedies of the Maha-Metro recover the same from the contractor as arrears of land revenue.	
Clause 53	The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act 1970, (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular, the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra contract Labour (Regulation and Abolition) Rules 1971. If the contractor fails or neglects to pay wages at the said rates or make short payment and the Maha-Metro makes such payment of	

	wages in full or part thereof less paid by the contractor, as the case may be the amount so paid by the Maha-Metro to such workers shall be deemed to be arrears of land revenue and the Maha-Metro shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the Maha-Metro to the contractor hereunder or from any other amounts payable to him by the Maha-Metro . (Minimum wages act as per Government Circular CAT/1284/(120)/Building Dt. 14/8/1985).	
Clause 53-A	Deleted	
Clause 54		Price variation clause DELETED

Clause 55:- Conditions for malaria eradication.

- A) The anti-malaria and other health measures shall be as directed by the Joint Director (Malaria and Filarial) of Health Services, Pune.
- B) Contractor shall see that, Mosquitogenic conditions are not created so as to keep Vector population for minimum level.
- C) Contractor shall carry out anti malaria measures in the area as per guidelines Prescribed under National Malaria Eradication Programme and as directed by the Joint Director (M & F) of health Services, Pune.
- D) In case of a default in carrying out prescribed anti malaria measures resulting in Increase in malaria incidence contractor shall be liable to pay to MAHA-METRO the amounts spent by Govt. on ant malarial measures to control the situation in addition on fine.
- E) **Relations with Public Authorities:-**
The contractor shall make sufficient arrangements for draining away the sludge water as well as water coming from the bathing and washing places and shall dispose of this water in such a way as not to cause any nuisance. He shall also keep the premise clean by employing sufficient number of sweepers. The contractor shall comply with all rules, regulations, bylaws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost of Maha-Metro. (Vide Govt. Circular No. CST-1086/CR-243/Ka-Bldg-2/Mantralaya Mumbai 400032 dt. 11.8.87).

Clause 56:- The contractor shall comply with all the provisions of the Apprentices Act. 1961 and the Rules and Orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Managing Director, MAHA-METRO. 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 provision of the Act (vide Govt. Circular No.CST- 1086/CR-243 Ka-Building-2/Mantralaya, Bombay-400 032, dated 11 Sept. 1987).

Clause 57:- The tendered rates are inclusive of all taxes, rates, and cesses and shall also inclusive of all taxes leviable in respect of contract under the provision of GST Act.

Clause 58 :- In case of materials which become surplus with the contractors from those issued for the work contracted for the date of ascertainment of the materials as being surplus will be taken as the date of sale for the purpose of sales tax and sales tax will be recovered on such sale.

Clause 59:- Quality Assurance and Maintenance Manual:-

ANNEXURE "A": (Annexure to the PWD, Circular No. CAT-1091/CR-60-Bldg-2 Dt. 14th October 1991, regarding incorporating additional condition for Quality Assurance and Maintenance Manual).

To ensure the specified quality of work which will also include necessary survey temporary works etc. the contractor shall prepare a quality assurance plan and get, the same provided from the Engineer-In-Charge within one month from the date of work order. For this contractor shall submit an organization chart of his technical personnel to be deployed on the work along with their qualification, job descriptions defining the functions of reporting supervising inspecting and approving. The contractor shall also submit a list of tools equipment and the machinery and instrumentation which he proposes to use for the construction and for testing in the field and/or in the Laboratory and monitoring. The contractor shall modify/ supplement the organization chart and the list of machinery/ equipment etc. as per the direction of the Engineer – in –Charge and shall deploy the persons and equipment on the fields as per the approved chart and the list respectively. The Contractor shall submit written method statements dealing his exact proposal of execution of the work in accordance with the specification. He will have to get these approved from the Engineer-In-Charge. The quality of the work shall be properly documented through certificate, records, checks list, and Log Book of results etc. such records shall be compiled from the beginning of the work and be continuously updated the supplementary and this will be the responsibility of the contractor. The forms should be got approved from the Executive Engineer-In-Charge.

2) Where the work is to be done on lump-sum basis on contractors designs. The contractor shall also submit a maintenance manual giving procedure. For maintenance, with the periodicity of maintenance works including inspection tools of the equipment to be used means of accessibility for all parts of the structure. He shall also include in the manual, the specification for maintenance works that would be appropriate for his design the technique of construction. This manual shall be submitted within the contract period.

Clause 60 :- Contractor shall take out necessary Insurance Policy/Policies (viz. Contractors All Risks policy with 3rd party Insurance) All Risks Insurance Policy etc valid upto D.L.P. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the, "Directorate of insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is "264, MHADA, First Floor, Opp. Kalanagar, and Bandra (E) Mumbai-400 051". (Telephone Nos. 265904403/26590690 and Fax Nos. 26592461/26590403. similarly all workmens' appointed to complete the contract work are required to insure under workmen's compensation insurance Policy valid upto completion of the work/contract. Insurance Policy/Policies taken out from any other Company will not be accepted. If any Contractor has affected insurance with any insurance Company, the same will not be accepted and the amount of premium calculated by the Government Insurance Fund will be recovered directly from amount payable to the Contractor for the executed contract work and paid to the

Directorate of insurance Fund Maharashtra State, Mumbai. The Director of insurance reserves the right to distribute the risks of insurance amount to the other insurers.

Clause 61:- Additional clause for change in tax regime:

1. The bidder should ensure that while quoting the bid, the Price should include all taxes & duties as per provisions of GST Act, Customs Act & in addition to all other applicable levies, cess, royalties, etc.
2. The Bid Total Price includes all Taxes and Duties as per Goods & Service (GST) Act, net of input credit (if any) and custom tariff act Royalties, Cess etc. The price to be quoted shall be inclusive of all taxes.
3. The Employer may get, from the Government, partial or complete waiver of taxes under GST, royalties, Labour, cess, and other levies payable to various authorities. The successful Bidder (the Contractor) shall maintain meticulous records of all the taxes and duties paid under GST etc. and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor.
4. The Contract Price shall be adjusted to take into account any new taxes or any statutory variation in Custom Duty, GST etc. on finished product/item during the contractual completion period shall be to the Employer's account for which the Contractor shall furnish documentary evidence in support of their claims. However, any increase in the cost due to new taxes or change in the existing taxes & GST/Custom duty act etc. introduced during the extended contractual completion period due to the Contractor's fault shall be to the Contractor's account.
 - a. The Contractor shall pay all taxes, levies, duties, cess as per GST/Custom Tariff Act etc, royalty, rates and fees required to be paid by him under the Contract.
 - b. The Contractor shall maintain details of GST /Custom Duty etc. paid to the concerned authority and submit:
 - c. GST return of the Contractor for the relevant period / periods along with detailed statement & copy of Challans in regard to deposit of tax.
 - d. Any duty drawback, export / import incentive, concession / exemption available to the Contractor to be passed on to MAHA-METRO.
 - e. MAHA-METRO at no point of time shall be responsible for the same.
 - f. In case if MAHA-METRO project is approved for exemptions from any tax, duty, cess, levy at a date later than the date of award of Bid the benefit so accruing to the Bidder shall be passed on to MAHA-METRO. Appropriate changes will be made to the Contract Price in such cases.
 - g. All GST compliance bill raised should specifically state the amount of taxes charged separately in detail.

- h. The bills should mention all the GST required statutory details including the GST registration numbers with various statutory authorities, declarations, formats as required under various statutory laws / regulations.
- i. The contractor shall ensure and comply the P.F. & E.S.I.C. registration and shall submit the monthly challans duly deposited to the concerned authorities along with the GST bill submissions.
- j. MAHA-METRO shall at no point of time will be responsible for payment of taxes, duties, cess, levy, rates, royalty other than which are mentioned in the Bidding Documents and recovered by the Contractor in their bills submitted periodically. No recoveries will be entertained by MAHA-METRO for demands raised by the Contractor at later stage.
 - (a) Taxes prior to base date i.e 28 days prior to latest date of submission of Bid is deemed to be inclusive of price quoted by Bidder.**
 - (b) Any change in legislation of any kind of Taxes by GoI or GOM, after base date shall be accounted for separately and it is applicable both way (Reimbursement & Deduction).**

// DECLARATION //

Name of Work: _____

I/We hereby declare that I/We have made myself/ourselves thoroughly conversant with the local conditions regarding all materials such as Electrical Materials & stones murum, sand etc. and labour on which I have based my/our rates for this work. The specifications and lead for this work have been carefully studied and understood by me/us before submitting the tender. I/We undertake to use only the best materials approved by the Chief Project Manager of the work or his duly authorized representative before starting the work and to abide by his decision.

I hereby undertake to pay the laborers engaged on the work as per Minimum Wages Act. 1948 applicable to the Zone concerned.

Contractor's Signature.

ANNEXURE – I

Proforma for Submission of Past Contractual Performance

(Affidavit on non-judicial stamp paper of ` 100/- duly attested by Notary/ Magistrate)

This is to certify that We, M/s _____, in submission of this offer confirms that:

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delay in completion, litigation history or financial failures.
- iii) Business has never been banned with us by the central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government or any Urban Local Body.
- iv) We have submitted all the supporting documents and furnished all the relevant details as per prescribed format.
- v) The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) We understand that in case any statement/information/document furnished by us is found to be incorrect or false, our EMD in full will be forfeited.

**SEAL, SIGNATURE AND NAME OF THE
BIDDER SIGNING THE DOCUMENT**

ADDITIONAL SECURITY (BANK GURANTEE)

From:

To,

.....
.....
.....

WHEREAS, Maharashtra Metro Rail Corporation Ltd (Maha-Metro), hereinafter called "the Employer" acting through General Manager (Procurement), Maharashtra Metro Rail Corporation Ltd, 28/2, CK Naidu Marg, Anand Nagar, Civil Lines, Nagpur. Maharashtra-440001, has accepted the bid of M/s.....hereinafter called "the Contractor",for the work of,hereinafter called "the Work" is agency who has quoted the lowest rate (L-1) ofbelow the estimated cost.

AND

WHEREAS, the Contractor has undertaken to furnish Additional Security as per clause 1.9A for the sum of Rs...../(In words Rs.....) in the form of Bank Guarantee, being a condition precedent to the Letter of acceptance and as Additional Security for compliance with his obligations in accordance with the requirement of aforesaid clause .

AND

WHEREAS, WeBank by and functioning under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at ,.....and , for this purpose of this Guarantee acting through its Branch Office atBank,state (Phone No....., and Fax No.), hereinafter called the Bank, acting through Shri/Smt..... (Name and Designation) and Shri/Smt..... (Name and Designation) of the authorized person of the Bank, have at the request of the Contractor, agreed to give guarantee for additional Security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned Shri/Smt.....(Name and Designation)and Shri/Smt.....(Name and Designation)authorized representatives of the Bank , being fully authorized to sign and incur obligations for and on behalf of the Bank, hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor up to a total of Rs...../(In words Rs.....), such sum being payable in the types and proportion of currencies in which the price is payable and we hereby unconditionally, irrevocably and without demur, reservation or recourse undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of Rs...../(In words Rs.....)as aforesaid without you

needing to prove or to show grounds or reasons for your demand for the sum specified there in.

2. On payment of any amount less of than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the aforementioned full amount.
3. The Bank hereby waives the necessity of your demanding the side debt from the Contractor before presenting us with the demand. The Bank shall pay the amount so demanded without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.
5. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
6. The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will continue until either the aforementioned full amount is paid to the Employer or the guarantee expires.
7. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
8. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer.
10. This guarantee is valid and effective for twelve months from the date of its issue, i.e./...../2018. The guarantee and our obligations under it will expire on..../...../2019. All demands for payment under the guarantee must be received by us on or before that date.

Notwithstanding anything contained herein above:

1. Our liability under this Bank Guarantee shall not exceed Rs..... /- (In words Rs.....),
2. This bank guarantee shall be valid up to /...../2019; and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before /...../2019 (Last date for lodgment of claim).
Dated this Day of...../ 2018 atState.

PERFORMANCE SECURITY/ SECURITY DEPOSIT (BANK GURANTEE)

From:

To:

MAHARASHTRA METRO RAIL CORPORATION LIMITED,
28/2 CK Naidu Marg Anand Nagar,
Civil Lines, NAGPUR Maharashtra-440001,

WHEREAS, Maharashtra Metro Rail Corporation Ltd (Maha-Metro), hereinafter called “ the Employer” acting through General Manager (Procurement), MAHARASHTRA METRO RAIL CORPORATION LTD, 28/2, CK Naidu Marg, Anand Nagar, Civil Lines, NAGPUR, Maharashtra-440001, has accepted the bid of **M/s**.....hereinafter called "the Contractor", for the work of “.....” hereinafter called “the Contract” is proposed to be awarded vide Letter of Acceptance No.....Dated/...../.....

AND

WHEREAS the Contractor has undertaken to execute and complete the Contract and remedy any defects therein and is required to furnish Performance Security/Security Deposit as per memorandum of bid document for the sum of **INR** in the form of Bank Guarantee, being a condition precedent to the Letter of acceptance and as Performance Security/Security Deposit for compliance with his obligations in accordance with the Contract.

AND

WHEREAS, WeBank by and functioning under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at ,.....and , for this purpose of this Guarantee acting through its Branch Office atBank,state (Phone No....., and Fax No.), hereinafter called the Bank, acting through Shri/Smt.....(Name and Designation)and Shri/Smt.....(Name and Designation) of the authorized person of the Bank, have at the request of the Contractor , agreed to give guarantee for additional Security as hereinafter contained:

11. KNOW ALL MEN by these present that I/We the undersigned Shri/Smt.....(Name and Designation)and Shri/Smt.....(Name and Designation) authorized

representatives of the Bank , being fully authorized to sign and incur obligations for and on behalf of the Bank, hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor up to a total of **INR/-(Indian RupeesOnly)**, such sum being payable in the types and proportion of currencies in which the price is payable and we hereby unconditionally, irrevocably and without demur, reservation or recourse undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of **INR/-(Indian RupeesOnly)** as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified there in.

- 12. On payment of any amount less of than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.
- 13. The Bank hereby waives the necessity of your demanding the side debt from the Contractor before presenting us with the demand. The Bank shall pay the amount so demanded without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
- 14. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.
- 15. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
- 16. The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will continue until either the aforementioned full amount is paid to the Employer or the guarantee expires.
- 17. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
- 18. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
- 19. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer.
- 20. This guarantee is valid and effective from the date of its issue, which is **...../01/2018**. The guarantee and our obligations under it will expire on **...../01/2021** valid for **30 months**. All demands for payment under the guarantee must be received by us on or before that date.

Notwithstanding anything contained herein above:

- 4. Our liability under this Bank Guarantee shall not exceed **INR/-(Indian RupeesOnly)**, this bank guarantee shall be valid for **30 months** i.e. up to **.../01/2020**; and
- 5. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before **...../01/2020** (Last date for lodgment of claim).

Dated this.....Day of **January/2018**.....State.

ADDITIONAL SPECIFICATION / CONDITION

- 1) Arrangement for the curing of C, C, foundation muffing, brick masonry work etc. shall be done by clean and soft water at site by the contractor at his own cost.
- 2) While executing the E.I. work, the agency shall provide Generator for Electrical Drill machine at his own cost.
- 3) The Agency shall follow the ISI specification, relevant standards, IER 1956 during the execution of work.
- 4) The agency shall obtain the permission of local Authority (N.O.C.) for digging the road if necessary.
- 5) If during the execution of work, shut down form M.S.E.D.C.L./ SPANCO. Side is necessary. In that case it is solely responsibility of agency to take necessary shut down with permission of local MSEDCL/SPENCO authority.
- 6) The agency will have to use necessary T&P while execution of work at his own cost.
- 7) After completion of work, the Agency shall have to carry necessary I R test and earth Test with calibrated meggar & earth tester and the test report of same shall be submitted.
- 8) The agency shall have to arrange the approval & inspection of E.I. from Electrical Inspector and accordingly N.O.C. shall be obtained however the necessary inspection fee will be borne by Maha-Metro. Also necessary testing charges of M.S.E.D.C.L./SPENCO shall be paid by the agency.
- 9) The work insurance and insurance of worker Labour insurance shall be done by agency under the insurance act of his own cost.
- 10) The complete responsibility of safety of worker during the execution of work is solely of agency. The agency will have to follow all the safety rules during the execution of work. If any accident occurred during the execution of work, the responsibility of compensation will be of agency. In any case, this Maha-Metro will not be responsible for any compensation.
- 11) Any fees/charges/taxes or penalties towards payment of Government/Semi-Government/Local /Private Bodies arising during the execution of the work is to be borne by the agency. No compensation or refunds will be paid for this.
- 12) Necessary approval for the material procurement shall be obtained by the contractor from the authority before starting the work.
- 13) The actual layout drawing shall be got approved by the contractor from the concern Electrical Inspector before starting the work.
- 14) The permission for charging the installation shall be obtained by the contractor from the concern Electrical Inspector after completion of the work.
- 15) The dismantled materials i.e. brackets clamps₅ insulators, stay sets, A.B. switch Lightning Arrestors, G.I. Wire & ACSR conductors RSJ poles Transformer shall be handed over to Maha-Metro at Suitable Stores as directed by Chief Project Manager and copy of receipt of handing over shall be submitted. This includes lead and lift.
- 16) **Contractor has to take prior permission from MSEDCL/ SPANCO /NMC and any concerned authority for shifting of electrical services and it's shut down.**
- 17) The High Pot test of 11 KV cable shall be arrange by the agency at site after laying the cable in presence of the concerned Engineer of the Maha-Metro. The cost will be borne by the agency.

GENERAL CONDITIONS OF CONTRACT

1) Authority of the Engineer-in-charge.

So far as it is legally or physically impossible, the contractor shall execute, complete and maintain the works in strict accordance with the contract under the directions and to the entire satisfaction of the Engineer-In-Charge and shall comply with and adhere strictly to the Engineer-In-Charge's instructions, and directions on any matter (whether mentioned in the contract or not pertaining to this works).

The Engineer-In-Charge shall decide all questions which may arise as to quality and acceptability of materials furnished and work executed, manner of execution, rate of progress of the works, interpretation of the plans and specifications and acceptability of fulfillment of the contractor on the part of the contractor. He shall determine the amount and quality of the work performed and materials furnished and his decision and measurements shall be final. In all such matters and in any technical questions which may arise touching the contract, his decision shall be binding on the contractor. The Engineer-in-charge shall have the power to enforce such decision and orders if the contractor fails to carry them out promptly. If the contractor fails to execute the work ordered by the Engineer-in-charge may give notice to the contractor specifying a reasonable period therein and on the expiry of the period proceed to execute such work as may be deemed necessary and recover the cost thereof from the contractor.

1.1) Authorities of the Engineer-in-charge's Representative:

The duties of the representative of the Engineer-in-charge are to watch and supervise the work and to test and examine and materials to be used for workmanship employed in connection with the works.

1.2) The Engineer-in-charge may from time to time, in writing, delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the contractor a copy of all such delegations of powers and authorities. Any written instruction of approval given by the representative of the Engineer-in-charge to the contractor within the terms of such delegations (but not otherwise) shall bind, the contractor and the Maha-Metro as through, it had been given by the Engineer-in-charge, provided always as follows:

- a) Failure of the representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and to order to pulling down, removal or breaking up thereof.
- b) If the contractor is dissatisfied with any decision of the representative of the Engineer-in-charge, he shall be entitled to refer the matter to the Engineer-in-charge, who shall there upon confirm, reverse or vary such decision.

2) Other conditions for submission of Tender.

2.1) The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of the work and to have fully informed himself regarding the lead conditions including tide and water level, wind and current velocity and sub-soil conditions and carried out his own investigation to arrive at the rates quoted in the tender. In this regard he will be given necessary information to the best of knowledge of Maha-Metro but without any guarantee about it.

2.2) It is presumed that the contractor has carefully gone through the works specifications, P.W.D. Handbook M.O.S.T. specifications and the schedule of rates of the division and studied the site conditions before arriving at the rates quoted by him.

3) Treasure trove:

In the event of discovery by the contractor or his employees during the progress of the works of the any treasure, fossils, minerals or any other articles of value or interest, the contractor shall give immediate intimation thereof to the Engineer and along with make over to the Engineer this representative such treasure or things which shall be the property of Government.

3. A) Layout of work:

Layout of the work will be done by the Contractor in consultation with the Executive Engineer, of the Department or his representative. Some permanent marks should however be established to indicate the demarcation of the structure or any component thereof made to this permanent marks in measurement books and drawing, signed by the contractor and the Maha-Metro officer. Responsibility regarding layout will be joint.

4) Agent and work order book:

4.1 The contractor shall himself engage an authorized all time agent on the work capable of managing and guiding the work and understanding the specifications and contract condition. A qualified and experienced Engineer is provided by the contractor as his agent for technical matters in case the Engineer-in-charge considers this as essential for the work and so directs the contractor. Agent will take orders as will be given by the General Manager (Pr) or his representative and shall be responsible for carrying them out. The agent and/or site Engineer shall not be changed without prior intimation to the General Manager (Pr) and his representative on the work site. The Engineer-in-charge has the unquestionable right to ask for changes in the quality and strength of Contractors supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such order and effect replacements of the satisfaction of the Engineer-in-charge.

4.2 A work order book shall be maintained on site and it shall be the property Maha-Metro and the contractor shall promptly acknowledge the order given therein by the Engineer or his authorized representative or his superior officer, and comply with them. The compliance shall be reported by contractor to the Engineer-in-charge in good tune so that it can check. The blank work order book, with machine numbered pages in quadruplicate with perforated sheets for three copies to be detached, will be provided by the department for this purpose. Whenever any instruction is written in the work order book the contractor will be supplied with the first carbon copy.

5) Initial measurement for record:

Where for proper measurement of the work it is necessary to have an initial set of levels or other measurement taken the same as recorded in the authorized field book or M.B. of Maha-Metro by the Engineer or his authorized representative will be signed by the contractor who will be entitled to have a true copy of same made at his cost. Any failure on the part of the contractor to get such level etc. recorded before starting the work will tender him liable to accept the decision of the 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 and the authorized representatives of the Engineer. The record of such measurements on the Maha-Metro side will be signed by the contractor and he will be entitled to have a true copy of the same made at his cost.

6) Custody of work:

All work and materials before being finally taken over by Maha-Metro will be the entire liability of the contractor for guarding, maintaining and making good any damages of an' magnitude. It is however, to be understood that before taking over such work. Maha-Metro will not put it to regular use as distinct from casual or incidental use, except as specially mentioned elsewhere in this contract or as mutually agreed to.

7) Co-ordinations:

When several agencies for different sub works of the project are to work simultaneously on the project site, the contractor shall render full co-ordination for achieving proper coordination between different contractors to ensure timely completion or the whole project smoothly. The scheduled dates for completion specified in each contract shall, therefore, be strictly adhered to- Each contractor may make his independent arrangements for water, power, access, housing etc. but if they so desire he will be at liberty to come to mutual agreement with other contracting agencies in this behalf and make joint agreement with the approval of the Engineer-in-charge. The contractor shall not take or cause to be taken any steps or action that may cause disruption, discontent, or disturbance to work, labour or other arrangements etc. of other contractors in the project localities. Any action by the Contractors which the Engineer-in-charge in his unquestioned discretion. May consider infringement of the above would be considered as a breach of the contract conditions and shall be dealt with as such.

In case of any dispute or disagreement between the various contractors, the Engineer-in-charge decisions regarding the coordination, co-operation and facilities to be provided by any of the contractor shall be final and binding on the contractor concerned & such a decision or decisions shall not vitiate contract nor absolve the contractor of his obligations under the contract, nor form the grounds for any claim or compensation.

8) Patented Devices, Materials and Process:

Whenever the contractor desires to use any designed device, material or process covered by letter of patent copy right, the right for such use shall be secured by suitable legal arrangement and agreement with patent owners and the copy of their agreement shall be filed with Engineer-in-charge.

9) Relation with Public Authorities:-

The contractor shall comply with all rules, regulations, by law and directions, given from time-to-time by any local or public authority or body in connection with this work and shall himself pay fees or charges which are livable on him without any extra cost to Government.

10) Indemnity:

The contractor shall indemnify the Maha-Metro against all action, suits, claims and demands brought or made against in respect it in respect of anything done or committed to done by the contractor in execution of or in connection with the work of this contract any against any loss or damage to the Maha-Metro hi consequences of anything done or committed to be done in the execution of the work of this contract. The Maha-Metro may, at its discretion and entirely at the cost of contractor, defend such suit either jointly with the contractor or singly, in case the letter chooses not to defend the case.

11) Stacking, Storage and guarding of materials:

11.1) The stacking and storage of materials at site shall be in such a manner as to prevent determination or intimation of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the taken by the contractor to protect against atmospheric actions, fire and other hazard. The materials likely to be carried away by wind shall be stored in suitable stores or

with suitable barricades and where there is likelihood of subsidence of soil; heavy materials shall be stored on paved platforms. Suitable separating barricades and enclosures as directed shall be provided to separate materials brought by contractor and obtained from different sources of supply.

- 11.2) The contractor shall at his own expenses, engage watchmen for guarding the materials and plant and machinery and the work during day and night against any pilferage or damage and also for prohibiting trespassers.
- 11.3) No materials brought to the site shall be removed from the site without the prior Approval of the Engineer-in-charge.

12) Inspection of work.

- 12.1) 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 affection the further progress of the work.
- 12.2) The contractor shall provide at his cost necessary ladders and such arrangements as are considered safe by the Engineer-in-charge for proper inspection of all parts of the work.
- 12.3) The contractor shall extend his full co-operation and make all necessary arrangements When needed for carrying out inspection of the work or any part of the work by the local representatives, M.L.A's, M.Ps and officers and dignitaries/delegates of various Maha-Metro/Government departments, local bodies, private sectors etc. No compensation shall be paid to the contractor on this account.

13) Precaution to be taken by contractor:

- 13.1) The work shall be carried out by the contractor. Without causing damage to the existing Government property and/or private property. If any such damage are caused, the contractor shall pay for restoration of (the properly to the original conditions, and any other consequent damages.)
- 13.2) In the event of an occurrence of an accident, involving serious injured or death of any person, at site of work or quarry or at any place in connection with the work the same shall be reported in writing within twenty four hours of the occurrence to the Engineer-in-charge and the commissioner of Workmen's compensation.

14) Clearance of site on completion of works:

The contractor after completion of work shall clean the site of all debris and remove all unused materials other than those supplied by the department and all plant and machinery, equipment's, tools etc., belonging to him within one month from the date of completion of the work, or otherwise the same will be removed by the department at his cost or disposed off as per departmental procedure. In case the material is disposed of by department, the sale proceeds will be credited to the 'contractor's account after deducting the cost of sale incurred. However, no claim of contractor regarding the price of amount credited will be entertained afterwards.

15) Removal of Constructional plant with prior permission:

All constructional plant, provided by the contractor shall when brought on the site be deemed to be exclusively intended for the construction and the contractor shall not remove the same or any part thereof (Save of the purpose of moving it from one part of the site to another) without the consent in writing of the Engineer-in-charge who shall record the reasons for withholding the consent

16) Restrictions because of local traffic:

As there is Local traffic by the side of construction, the contractor will have to take proper precautions such as proper barricading, fencing, lighting, information and cautionary boards for safe and smooth flow of traffic, and keeping the concerned authorities informed about the work in progress.

17) Completion Certificate:

- 17.1) The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing to that effect. No approval of material or workmanship or approval of part of work during the progress of execution shall bind the Engineer-in-charge or in any way prevent him from even rejecting the work which is claimed to be completed and to suspend the issue of his certificate of completion until such alteration and modification or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfaction.
- 17.2) After the work is completed the contractor shall give notice of such-completion to the Engineer-in-charge and within 30 days of receipt of such a notice the Engineer-in-charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Engineer-in-charge are rectifiable he shall inform the contractor the defects noticed. The contractor after rectification of such defects shall then inform the Engineer-in-charge and Engineer-in charge on his part shall inspect the work and issue the necessary completion certificate within 30 days if the defects are rectified to his satisfaction, and if not, he shall inform the contractor indicating defects yet to be rectified. The time cycle as above, shall continue.
- 17.3) In case defects noticed by the Engineer-in-charge which in his opinion are not rectifiable but otherwise work is acceptable at reduced payment, work shall be treated as completed. In such cases completion certificate shall be issued by the Engineer-in-charge within 30 days indicating the un-rectifiable defects for which specified reduction in payment is being made by him.
- 17.4) The issue of completion certificate shall not be linked up with the site clearance completion of work.
- 17.5) Should the part of construction is put to use any stage prior to date of issue of completion certificate, the maintenance period of that part of the work shall be reckoned from the date of actual use of the facility.

18) Ancillary Works:

The contractor shall submit to Engineer-in-charge in writing the details of all ancillary works including layout and specifications to be followed for its construction. Ancillary work shall not be taken up in hand unless approved by Engineer-in-charge. The Engineer-in-charge reserves the right to suggest modifications or make complete changes in the layout and specifications proposed by the contractor at any stage to ensure the safety on the work site, the contractor shall carry out all such modification to the ancillary works at his own expenses as ordered by Engineer-in-charge.

19) Temporary Quarter:-

The contractor shall at his own expense make his own arrangement for housing his staff with all necessary amenities. General layout plan for such structures shall be got approved from the Engineer-in-charge. It will be the responsibility of the contractor to get his layout plan of temporary structure approved from the local competent authorities.

20) Safety measures and Amenities:

Safety Measures

The contractor shall take all necessary precautions for the safety of the workers and preserving their health while working on such jobs as required special protection and precaution where ever required. The contractor shall also comply with the directions issued by the Engineer-in-charge in this behalf from time to time at all times.

The following are some of the requirement (The list is not exhaustive)

- i) Providing protective footwear to workers in situations like mixing and placing of mortar or concrete, in quarries and place where the work is to be

done under too much wet conditions as also for, movements over surfaces infested with oyster growth.

Providing protective hardware to working in quarries etc. to protect them against accidental fall of materials from above. Providing handrails at the edge of the floating platforms, barges walkways, ladder etc. Providing workmen with safety belts, ropes etc. when working on any masts cranes, cribs, hoists, dredgers etc.

- ii) Taking necessary steps towards training the workers concerned on the use of machinery before they are allowed to handle ii independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working. Wherever required, the persons handling the machinery shall have requisite licenses, certificate etc.
- iii) **Preventing** over loading and overcrowding of floating and **land** based machinery and equipment.
- iv) Providing life belts to all men working at such situations from where they may accidentally fall into water or on the ground, equipping the oats with adequate numbers of life buoys etc.
- v) Avoiding bare live wires etc. as would cause electrocutions.
- vi) Making platforms, staging and temporary structures sufficiently strong and not causing the workmen and supervisory staff to work under risks.
- vii) Providing sufficient first-aid trained staff and equipment to be available quickly at the worksite to render immediate first-aid treatment in case of accident due to suffocation, drowning and other injuries. Taking the all necessary precautions wherever divers are engaged on work.

Providing full length gum boots, leather hand gloves, leather jackets with fireproof aprons to cover the chest and back reaching up to knees plain goggles for the eyes to the labour working with hot asphalt handling, vibrators in cement concrete and also where use of any or all these items is, essential in the interest of health and well-being of the labourers in the opinion of the Engineer-in-charge.

9) Medical and Sanitary Arrangements to be provided for labour employed in the construction by the Contractor:

- a) The Contractor shall provide an adequate supply of potable water for the use of labourers on works and in camps.
- b) The Contractors shall construct trenches or semi-permanent latrines for the use of labourers. Separate latrine shall be provided for men and women.
- c) The Contractor shall build sufficient number of huts on suitable plot of land for use of the labourers according to the following specifications.
 - (1) Huts of bamboos and Grass may be constructed.
 - (2) There should be no overcrowding. The floor space at the rate of 3sq mt.(30 Sq.ft.) per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
The contractor must find his own land. If he wants Government land he should apply for it. Assessment for it, if demanded will be payable by contractor. However the department does not bind itself for making available the required land.
 - (3) A good site not liable to submergence shall be selected. High ground remote from jungle but well provided with trees, shall be chosen wherever it is available. The neighborhood of tank, jungles, grass or weeds should be particularly avoided. Camps should not be established close to large cutting of earth work.
 - (4) The lines of huts shall have open space of at least 10 meters between rows. When a good natural site cannot be procured particular attention should be given to the drainage,

- d) The contractor shall construct sufficient number of bathing places; sufficient number of washing places should also be provided for the purpose of washing clothes.
 - e) The contractor shall make sufficient arrangements for draining away the surface and sludge water as well as water from the bathing and washing places and shall dispose of this waste water in such a way as not to cause any nuisance.
 - f) The contractor shall engage a medical officer with a traveling dispensary for a camp containing 500 or more persons if there is no Govt. or other private dispensary situated within 8 kilometers from the camp, in case of an emergency, the contractor shall arrange at his cost free transport for quick medical help to his sick workers.
 - g) The contractor shall provide the necessary staff for affecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-charge. At least one sweeper per 200 persons should be engaged.
 - h) The Assistant Director of Public Health shall be consulted before opening a labour camp and his instructions on matters such as water supply, sanitary convenience, the camp site, accommodation and food supply shall be followed by the contractor.
 - i) In addition to above all provisions of the relevant labour act pertaining to basic amenities to be provided to the labourer shall be applicable which will be arranged by the contractor.
 - j) The contractor shall make arrangement for anti-malaria measure to be provided for labour employed on the work. The anti-malaria measures shall be as directed by Assistant Director of Public Health Officer.
- 22)** The contractor except as provided in special conditions which follow, shall, if necessary construct at his cost, temporary roads and maintain these in proper conditions till completion of the work, at his own cost.
- 23)** The contractor except as provided in special conditions which follow shall have to at his own expenses make all preliminary arrangements for labour, water, electricity, and materials etc. Immediately after getting the work order. The Government may render necessary assistance in his regard by way of letters of recommendation, if so requested by the contractor. No claim for any extra payment or application for extension of time on the grounds of any difficulty in connection with the above matters will be entertained.
- 24) Working methods and progress schedules:**
- 24.1) The Contractor shall submit within the time stipulated by the Engineer in writing the details of actual methods that would be adopted by the contractor for the execution, of any items as required by Engineer at each of the location, supported by necessary detailed drawing and sketches including those of the plant and machinery that would be used their locations arrangement for conveying and handling materials etc. and obtain prior approval of the Engineer-in-charge who reserves the right to suggest modifications or make corrections in the method proposed by the contractor whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality, safety and progress of work which shall be binding on the contractor. No claim on account of such change in method of execution will be entertained by Maha-Metro so long as specification of the item remains unaltered.
- 24.2) The Contractor shall furnish within one month of the order to start the work programme of work in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating date of procurement of materials and setting up of plants and machinery. The programme is to be such as to bear practicable of achievement towards the completion of the whole work in the time limit and of the particular items, if any on the due dates specified in the contract. Planning and programme of works shall be done by the mutual discussion between the **Chief Project**

Manager-I, Maha-Metro and contractor's representative in charge of work. The progress of work shall be reviewed every month and revised programme shall be drawn up, if necessary, No revised programme shall be operative without the approval of Engineer-in-charge in writing. The Engineer is further empowered to ask for more detailed schedule or schedules say weekly, for any item or items in case of urgency of work as will be directed by him and the contractor shall supply the same and when asked for. Acceptance of the programme or the revised programme, by the Engineer-in-charge shall not relieve the contractor of his responsibility to complete the whole of the work by the prescribed time or the extended time if any.

- 24.3) The Contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours restricted to one shift a day for operations to be done under the Maha-Metro supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without prior approval of the Engineer. Night work which requiring supervision shall not be permitted except when specifically allowed by Engineer-in-charge if requested by contractor. The contractor shall provide necessary lighting arrangement etc. for night work as directed by Engineer without extra cost of Maha-Metro.
- 24.4) The contractor shall submit report on progress of work in forms and statement etc. as periodical intervals in the form of progress charts, forms, statements and/or reports as may be approved by the Engineer. Forms for sending reports about progress will be supplied by the Executive Engineer.
- 24.5) The contractor shall maintain pro-forma, chart, details regarding machinery equipment, labour, material, periodical returns thereof in pro-forma to be approved from the Engineer-in-charge.

25) Payment:

The contractor must understand clearly that the rates quoted are for completed work and include all cost due to labour, all leads and lifts involved and if further necessitated scaffolding plants, supervision., service works, power etc. and to include all to cover the cost of night and round the clock work as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether tender in the employment of any Maha-Metro or not) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve Mm from any risks or liabilities arising out of or consequence upon the submission of the tender.

26) Claims of extra work

- 26.1)** Claims for extra work shall be registered within 30 days of occurrence of the event. However, bills for these claims along with supporting data details may be submitted subsequently.
- 26.2)** Bills for extra work or for any claim shall be paid separately apart from the interim bills for the main work. The payment of bills for the main work shall not be withheld for want of decision on the extra/claims not covered in the schedule of items for extra work.

27) Bill and Payments:

- 27.1) Two running payments in a month are permitted. First of the bill shall be submitted by the contractor by the 10th day of the month and Second bill, if necessary, shall be submitted by the contractor by the 25th day of the month. The R.A.bill will be submitted to the concerned Chief project Manager , Maha-Metro.
- 27.2) The format of running bill on which the bills are to be submitted by the contractor shall be supplied to the contractor by the Maha-Metro Printed copies of the bills forms as per this format shall be arranged by the contractor at his cost. The bills in five

copies shall be submitted to the concerned Engineer's representative in the standard pro forma only.

The final bill shall be submitted by the contractor within one month of the date of issue of completion certificate. The final bill shall be paid within six months of initial submission

27.4) Recovery of secured advances shall be affected through bills proportionately as per consumption of materials in the work billed for.

27.5) The contractor can have true copy of the bills paid to him after paying charges for photo copying the same.

27.6) **27.6) Controlled concrete:**

Acceptance criteria shall be as per IS: 456 - 2000.

27.7) Ordinary concrete:

Acceptance criteria shall be as per IS: 456 -2000.

28) Assistance in procuring priorities permits etc.:

28.1) The Engineer-in-charge on written request by the contractor, will if in his opinion the request is reasonable and in the interest of work and its progress, assist the contractor in securing the police protection and the priorities for deliveries, transport, permits, for controlled materials permits for quarries and other similar permits including labour license etc. where such are needed. All cost in this behalf shall be borne by the contractor. The Maha-Metro will not, however, be responsible for the non-availability of such facilities or delays in the behalf and no claims on account of such failure or delays shall be allowed by the Maha-Metro.

28.2) The contractor will have to make his own arrangement for machinery required for the work. However, if such machinery is conveniently available with the Maha-Metro it may be spared on hire as per Maha-Metro rules in force if requested by the contractor in writing. For such arrangement a separate agreement in the prescribed form will have to be signed by the contractor. Such an agreement shall be independent of this contract and the supply or non-supply of machinery shall not form a ground for any claim or extension of time limit for this work.

ADDITIONAL INSTRUCTIONS TO TENDERERS

Maharashtra Metro Rail Corporation Limited

(A Joint Venture of Govt. of India & Govt. of Maharashtra)

Notice inviting e-tender No. N1(U/S)/(C)-23/2017, Dated 20/12/2017

Name of Work:- Construction of four lane road from TCI warehouse to Khapri Station, providing RCC drain, canvas concreting at grade section within metro corridor near MIHAN ROB.

ADDITIONAL INSTRUCTIONS TO TENDERER

Persons tendering for the work covered by the schedule will be required to complete the work within the period as specified below.

Period of work- To start work from written LOA **15 weeks (Fifteen weeks)** including Monsoon.

NAME OF THE OWNER:- In all the contents mentioned anywhere in this tender, owner is MAHA-METRO.

1.0] COMPETENCY TO TENDER: -

The work will be awarded only to those contractors who are considered to be responsible bidders, capable of performing the class of work to be completed.

2.0] PAYMENTS: -

The tenderers must understand clearly that the rates quoted are for completed work and include all cost due to labour, all lead sand lifts involved and if further necessitated, Scaffolding, plants supervisions, service, work power etc. and to include all to cover the cost of night and round the clock work as and when required and no claim for the additional payment beyond the prices or rates quoted will be entertained and the tenderer will not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether member in the employment of any Department or not) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein. It will not relieve him from any risks or liabilities arising out of consequence upon the submission of the tender.

3.0] ERASER: -

Persons tendering are informed that no erasers or any alteration done by them in the text of the documents set herewith will be allowed and any such eraser or any alteration will be disregarded. If there is any error in writing, no over-writing should be done but the wrong words or figures should be struck out and the correct one written above or near it in an unambiguous way. Such corrections should be initialed and dated.

4.0] ACCEPTANCE: -

Intimation of acceptance of tender will be given by an E-mail or a letter sent by registered post to the address given below the signature of the tenderer in the tender. The tenderers who do not fulfill any of the above conditions or those in the form and which are incomplete in any respect shall be liable for rejection.

5.0] ADDITIONAL PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR TO PREVENT ACCIDENT: -

5.1] These are in addition to over and above those mentioned elsewhere in the contract document. No live electric lines should be allowed to run along the ground in the blasting zone and they should be at least about 3.3 above ground.

5.2] The wiring cable should not be taken near the live electric line and it should be preferably shot firing cable as supplied by the supplier of explosive. If such cable is not available a substitute cable recommended by the explosive suppliers should only be used. Under no circumstances should cable made up several pieces jointed and tipped be used.

6.0] CONTRACTOR TO INFORM HIMSELF FULLY: -

6.1] The contractors shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own investigation is to arrive at the rates quoted in the tender. In this regard he will be given necessary information to the best of knowledge of Department but without any guarantee about it.

If he shall have any doubts as to them meaning of any portion of these general conditions, or there special conditions to the scope of working of the specifications and drawings, or any other matter concerning the contract, he shall in good time before submitting his tender set forth the particulars there of and submit them to the Engineer in writing in order that such doubt may be clarified authority before tendering. Once a tender is submitted the matter will be decided in accordance to the tender conditions in absence of such authentic clarification.

6.2] Errors, Omissions and Discrepancies:-

6.2.1] In case of errors, omissions and / or disagreement between written and scaled dimension in the drawings or between the drawing and specifications etc. the following order of preference shall apply.

i) Between actual scaled and written dimensions or description on a drawing the latter shall be adopted.

ii) Between the written or shown descriptions or dimensions in the drawing and the corresponding one in the specifications, the latter shall apply.

iii) Between the quantities shown in the Schedule of quantities and those arrived at site as per working drawing the latter shall be preferred.

6.2.2] In all cases of omissions and/or doubts or discrepancies in the dimensions or descriptions of any item or specifications, a reference shall be made to the Engineer who see lucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precautions.

6.3] Working Methods and Progress Schedules: -

6.3.1] The contractor shall submit within the time stipulated by the Engineer-in-charge in writing order to start the work, progress schedule in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and anticipated completion date of each major item of work to be done by him also indicating dates of procurement and setting up materials, plants and machinery that would be used, their locations. Arrangements for conveying and handling materials etc. and obtain prior approval of the Engineer-in-charge well in advance of starting of such item of work. The Engineer-in-charge reserves the right to suggest modifications or make corrections in the method proposed by the contractor whether accepted previously or not at any stage of the work to obtain the desired accuracy, quality and progress which shall be binding on

the contractor. No claim on account of such change in method of execution is entertained by Maha-Metro so long as specifications of the item remain unaltered.

6.3.2] The contractor shall employ sufficient plant equipment and labor as may be necessary to maintain the progress schedules. The working and shift hours restricted to one shift a day for operations to be done under the Maha-Metro supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without prior approval of Engineer-in-charge. Night work requiring supervision shall not be permitted except when specifically allowed by Engineer on each item if requested by contractor. The contractor shall provide necessary lighting arrangement etc.for night work as directed by Engineer without extra cost.

6.4] Treasure Trove: -

In the event of discovery by the contractor or his employees during the progress of the works of any treasure, fossils, minerals or any other articles, the contractor shall give immediate intimation thereof to the Engineer or his representative. Such treasure or things shall be property of Govt. /Maha-Metro.

6.5] The contractor shall himself engage an authorized all time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced Engineer shall be engaged by the contractor as his agent for technical matters. In case the Engineer-in-Charge considers this is essential for the work and so he directs the contractor, he will take orders as will be given by the Executive Engineer or his representative and shall be responsible for carry them out. This agent shall not be changed without prior intimation to the Executive Engineer and his representative on the work site. The Engineer-in-charge has the unquestionable right to ask for changes in the quality and strength of contractor's supervisory staff. The contractor shall comply with such orders and effect replacement to the satisfaction of the Engineer-in-charge.

A work order book shall be maintained on site and it shall be property of Maha-Metro and the contractor shall promptly sign orders given therein by the Executive Engineer or his representative and his superior officer, and comply with them. The compliance shall be reported by Contractor to the Engineer in good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the Department free of charge for this purpose. The Contractor will be allowed to copy out the instructions therein from time to time.

6.6] Initial Measurement of Record:-

Where for proper measurements of the work it is necessary to have an initial set of levels or other measurements taken the same as recorded in the authorized field book or M.B.of Maha-Metro by the Engineer or his authorized representative and the same will be signed by the Contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the contractor to get such levels etc. recorded before starting the work will render him and to accept the decision of the Engineer and the base of taking measurements. Likewise the contractor will not cover any work which renders its measurements difficult or impossible with first getting the same jointly measured by him and the authorized representatives of the Engineer. The record of such measurements on the department side will be signed by the Contractor and he will be entitled to have a true copy of the same made at his cost.

6.7] Handing Over of Work: -

For all work and materials before finally taking over by Maha-Metro it will be the entire responsibility of the Contractor for guarding, maintaining and making good, any damage of any magnitude. Interim payments made for such work will not alter this position. The handing over by the Contractor and taking over by the Executive Engineer or his authorized agent will be always in writing; copies of which will go to the Executive Engineer, signed by authorized representative of Maha-Metro and the contractor. It is however, understood that before taking over of such work Maha-Metro will not put the system into its regular use distinct from casual or incidental one, except as specifically mentioned elsewhere in this contractor mutually agreed to.

6.8] Assistance in Procuring on Priorities, Permit etc:-

The Engineer, on written request by Contractor, will if in his opinion their quest is reasonable and in the interest of work, assist the contractor in securing, the priorities for deliveries, transport permits for controlled materials etc. where such are needed. The Maha-Metro will not, however be responsible for then on availability of such facilities or delays on this behalf and no claim on account of such failure or delays shall be allowed by Maha-Metro The Contractor shall have to make his own arrangement for machinery required for the work. However, if same is conveniently available with the Department it may be spared as per rules in force on recovery of necessary security deposit and rental the rates approved from time to time by the competent authority with agreement in the prescribed form. Such agreement shall be independent of this contract and the supply or non supply of machinery shall not form aground for any claim or extension of time limit for this work.

7.0] Samples And Testing Of Materials:-

7.1] i) All materials used on work such as R.C.C spigot socket pipe with rubber gasket or M.S. specials and jointing material etc., lime bricks, aggregated steel, stones, asphalt, woods,tiles,etc. shall be got approved in advance from Engineer-in-charge and shall pass the tests and analysis required by him, which will be (a) As specified in the specifications of the items concerned and or (b)As specified by the Indian Road congress standard specifications and code of practice for Road, Bridges or (c) I.S.I. Specifications (Which ever and wherever applicable) or (d) such recognized specifications acceptable to the Engineer-in-charge as equivalent thereto or in the absence of such authorized specification(d) such requirements/tests /and/or analysis as may be specified by the Engineer-in-charge in the order of precedence given above.

ii) The contractor shall at his risk and cost make all arrangement and/or shall provide for all such facilities as the Engineer may require for collecting, preparing and forwarding required number of samples for tests or for analysis at such time and to such place or places as may be directed by the Engineer and bear all charges and cost of testing. Such samples shall also be deposited with the Engineer-in-charge till sent for testing.

iii]The Contractor shall, if and when required submit at his cost the samples of materials to be tested or analyzed and if so directed shall not make use or incorporate in the work, any materials represented by the samples until the required analysis have been made and after receiving the test result of the materials finally accepted by Engineer-in-charge.

7.2] Co-ordination:-

When several agencies for different sub-works of the project are to works simultaneously on project site, there must be full co-ordination among the different contractors to ensure timely completion of the whole projects monthly. The scheduled dates for completion specified in each contract shall, therefore, are strictly adhered to. Each contractor may make his independent arrangements for water, power, housing, etc. if they so desire. On the other hand the

Contractors are at liberty to come to mutual agreement in this behalf and make joint agreement with the approval of the Engineer. No contractor shall take or cause to be taken any steps or action that may cause obstruction, discontent or disturbance to work, labour or arrangement set c.of other contractors in the project localities. Any action by any contractor which the Engineer in his opinion may consider as a reach of the contract conditions and shall be deal with accordingly. In case of any dispute or disagreement among the various contractors the Engineer s decisions regarding the co-ordination, co-operation and facilities to be provided by any of the contractors shall be final and binding on the contractor concerned and such decision shall not vitiate any contract no absolve the contractor of his obligation under the contractor from the grounds for any claim or compensation.

7.3] Temporary Quarter:-

The contractor shall at his own expense maintain an in sufficient experienced supervisory staff etc. Required for the work and shall make his own arrangements for housing such staff with all necessary amenities. General layout plan for such structures shall be got approved form the Engineer-in-charge. It will be the responsibility of the contractor to obtain permission from the local competent authority.

7.4] Patented Devices:-

Patented Devices, Materials and Process:-Whenever the contractor desire to use any designed device, materials or process covered by letter of patent or copy right, the right for such use should be secured by suitable legal arrangement and agreement with patent owner and the copy of their agreement shall be filed with the Engineer-in-charge if sodesired by the latter.

8.0] SAFETY MEASURES AND AMENITIES:

8.1] Safety Measures:-

The contractor shall take all necessary precautions for the safety of the workers and preserving their health while working on such jobs as required special protection and precautions wherever required. The following are some of the requirements listed though not exhaustive. The contractor shall also comply with the directions issued by the Engineer on this behalf from time to time and at all times.

8.1.1] Providing protective foot wear to workers in situation like mixing and placing of mortar or concrete in quarries and places where the work is to be done under too much wet conditions as also for movements over surfaces infested with oyster growth.

8.1.2] Providing protective headwear to workers working in quarries etc. to protect them against accidental fall of materials from above.

8.1.3] Taking such normal precautions like providing handrails to the edges of the floating platforms or barrages, not allowing rails of metal parts or useless timber to spread around etc.

8.2] Amenities:-

8.2.1] Supply work men with proper belts, ropes, etc. when working on any masts, cranes circle hoist, dredger etc.

8.2.2] Taking necessary steps towards training the workers concerned of the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the are as where machine hoist and similar units are working.

8.2.3] Avoiding bare live wires etc. as would electro cute workers.

8.2.4] Making all plat forms, staging and temporary structures sufficiently strong and not causing the workmen and supervisory staff to take under is ks. Providing sufficient first-aid, trained staff

and equipment to be available quickly at the work site to render immediate first-aid treatment in case of accident due to suffocation, drowning and other injuries.

8.2.5] Providing full length gum-boots, leather hand gloves, leather jackets with fire proof aprons to cover chest and back reaching up to knees and plain goggles for the eyes to the labour working with hot asphalt, handling vibrators in cement concrete and also where use of any or all these items is essential in the interest of health and well being of the labourers in the opinion of the Engineer.

8.3] Explosives:-

The contractor shall at his own expense construct and maintain proper magazine if such are required for the storage of explosives for use in connection with the works. Such magazine being situated constructed and maintained in accordance with the Govt. rules applicable in that behalf. The contractor shall at his own expenses obtain such license or licenses as may be necessary for storage and using explosives. Notwithstanding that the locations etc. of storage of explosive are approved by the Engineer. Maha-Metro shall not incur any responsibility what so ever in connection with the storage and use of explosive on the site or any accident or occurrence what so ever in connection there with. All operations of the contractor in or for which explosives employed being at the risk of the contractor and upon his sole responsibility and the contractor are hereby given to the Maha-Metro an absolute indemnity in respect thereof.

8.4] Damage by Floods or Accidents:-

The contractor shall take all precautions against damages by floods or from accidents etc. No compensation will be allowed to the contractor on this account for correcting and repairing any such damage to work during construction. The contractor shall be liable to make good at his cost any plant or material belonging to the Maha-Metro lost or damaged by flood or from any other cause while in his charge.

8.5] Relation with Public Authorities:-

The contractor shall comply with all rules regulations bye-laws and directions given from time to time by any local or public authority in connection with this work and shall himself pay all charges which are livable on him without any extra cost.

8.6] For Major Works:-

POLICE PROTECTION:

For the special protection of the camp of Contractor's works, the Maha-Metro will help the contractor as far as possible to arrange for such protection with the concerned authorities. The cost shall be borne by the Contractor.

8.7] Indemnity:-

The contractor shall indemnify the Maha-Metro against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done, by the contractor in execution of or in connection with the work of this contract and against any loss or damage to the Maha-Metro in consequence to any action or suit being brought against the contractor for anything done or committed to be done for the execution of work of this contract. The Maha-Metro may at its discretion and entirely at the cost of the contract or defend such suit either jointly with the contractor or single in case the latter chooses not to defend the case.

8.8] Medical and Sanitary Arrangement to be provided for Labour employed in the Construction by the Contractor: -

- 8.8.1] The contractor shall provide an adequate supply of pure and whole some water for the use of labourers on works and in camps.
- 8.8.2] The contractor shall construct trenches, semi permanent latrines for the use of labourers separate latrine shall be provided for men and women.
- 8.8.3] The contractor shall construct sufficient number of huts on a suitable plot of land for use of the labourers according to the following specifications.
- i) Hut of Bamboos and Grass may be constructed.
- ii) A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees shall be chosen wherever it is available. Then eighbor hood of tank, jungles trees or woods should be particularly avoided. Camp should not be established close to large cuttings of earthwork.
- iii) The lines of huts shall have open space of at least 10meters between rows. When a good natural site is not available in this case, particular attention should be given to the drainage.
- iv) There should be no overcrowding, floor space at the rate of 3sq.m.(30 Sq.ft.) Per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
- v) The contractor must find his own land; and if he wants Govt. /MAHA-METRO land he should apply fort. Assessment for it if demanded will be payable by contractor. However the Dept. does not bind
Itself for making available the required land.
- 8.8.4] The contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.
- 8.8.5]The contractor shall make sufficient arrangement for draining away the surface and silage water as well as water from the bathing and washing places and shall dispose of this waste water in such a way as not to cause any nuisance.
- 8.8.6]The Assistant Director of Public Health shall be consulted before opening a labour camp and his instructions on matters such as Water Supply sanitary, convenience for the camp site accommodation and food supply' be followed by the Contractor.
- 8.8.7]The contractor shall make arrangement for all ant malarial measures to be provided for the labour employed on the work. The anti-malarial measures shall be as directed by Assistant Director of public health.
- 8.8.8]In additional to above all provisions of there Levant labour Act pertaining to basic amenities to be provided to the laborer shall be applicable which will be arranged by the contractor.

9.0] MISCELLANEOUS:-

- 9.1] For providing electric wiring or water line etc. recesses shall be provided if necessary through walls, slabs, beams etc. and later-on refilled it without any extra cost.
- 9.2] In case it becomes necessary for the due fulfillment of contract for the contractor to occupy land outside the Dept. limits the contractor will have to make his own arrangements with the land owners and pay such rents if any which are payable as mutually agreed between them.
- 9.3] The contractor shall duly comply with the provisions of the Apprentices Act 1961 (111 of 1961) and the rules and order made there under from time to time under the said Act the said rules and on his failure or neglect to do so he shall subject to all the liabilities and penalties provided by the said Act and said Rules.
- 9.4] It is presumed that the contractor has gone carefully through the standard specification (Vol. I and II, 1981 edition) and the schedule of rates of the MJP/PWD(Electrical)Govt. of Maharashtra,

Nagpur Division and studies of site condition before arriving at rates quoted by him. The special provisions and detailed specification of wording of any item shall gain precedence over the corresponding contrary provisions (if any) in the standard specification given without reproducing the details in contract. Decision of Engineer-in-charge shall be final in case of interpretation of specification.

9.5] If the standard specifications fall short for the items quoted in the schedule of this contract, reference shall be made to the latest Indian standard specifications, I.R.C. code. If any of the items of this contract do not fail in reference quoted above the decision and specification as directed by the Engineer-in-charge shall be final.

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

10.0] COMMUNICATION FACILITY: - (Deleted)

Contractor shall provide one number of Scorpio model SUV four wheeler AC vehicle with driver and fuel during the contract period for Maha-Metro staff. Registration not later than 2015 and bear a taxi permit within 15 days (Fifteen days) from the date of Letter of Acceptance at his own cost. If contractor fails to provide vehicle or substitute vehicle as specified, an amount of Rs.1500/- per day for not providing vehicle (that the contractor failed to provide) shall be recovered from the contractor.

11.0] ADDITIONAL DEFINITIONS: -

Unless excluded by or repugnant to the contents

11.1] the expression 'General Manager (Proc) as used in the tender papers, shall mean the officer of General Manager (Proc) rank (by whatever designation he may be known) under whose control the work lies for the time being.

11.2] The expression 'Engineer or Engineer-in-charge' as used in the tender paper shall mean the Engineer / Consultancy firm authorized by Maha-Metro.

11.3] The expression 'contractor's used in the tender paper shall mean the successful tenderer that is the tenderer whose tender has been accepted and who has been authorized to proceed with the work.

11.4] The expression "Contract" as used in the tender papers shall mean the deed of contract together with all its original accompaniments and those later incorporated in it by mutual consent.

11.5] The expression 'plant' as used in the tender papers shall mean every temporary and accessory means necessary or considered necessary by the Engineer to execute, construct, complete and maintain the work and all altered modified substituted and additional works ordered in the time and the manner herein provided and all temporary materials and specials and other articles and appliance of every sort/kind and discretion whatsoever intended or used therefore.

11.6] The expression“Department”as used in the tender papers shall mean “Maharashtra Metro Rail Corporation Limited”.

11.7] The expression “Project” or “Work” as used in tender papers shall mean the work to be carried out as per scope of work covering the items mentioned in Schedule-B.

11.8]The work of railway crossing, nallah crossing, cement road crossing and major road crossing by pipe lines shall be done on priority by contractor.

SPECIAL CONDITIONS OF CONTRACT

MAHARASHTRA METRO RAIL CORPORATION LIMITED

Name of Work:- Construction of four lane road from TCI warehouse to Khapri Station, providing RCC drain, canvas concreting at grade section within metro corridor near MIHAN ROB.

SPECIAL CONDITIONS OF CONTRACT

1.0] General:-

- 1.1] The quoted rates shall be total rate for the completed item of work as per the specifications and shall be inclusive of all incidental charges such as lifts, leads for materials, Water for construction etc. The rates for excavation are inclusive of the fine edge of excavated pit beyond foundations.
- 1.2] The tenderer must obtain on his own responsibility and his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must consider and satisfy himself with all local conditions, sites and quarries, means of accesses, the nature of rock, material to be met with in all execution and all materials pertaining to work.
- 1.3] Specifications of item stipulated for other sub works, shall be made applicable, where relevant.

2.0] Outline of Works:-

- 2.1] The work will be on the lines of plans attached to tender documents. The plans are however, liable to be changed and strata as indicated are tentative. The contractor has to work anywhere within Maha-Metro.
- 2.2] The items of work and their approximate quantities are given in Schedule-B of the tender.

3.0] Unit:-

- 3.1] The rates quoted for each item are for units mentioned in Schedule-B against each item.

4.0] Site Conditions:-

- 4.1] It shall be presumed that the Contractor has satisfied himself as to the nature and location of the, general and local conditions, particularly those bearing on transport handling of materials, availability of labour, weather conditions and has estimated the cost and quoted his rates accordingly. Maha-Metro will bear no responsibility for lack of such acquaintance with site conditions and consequences thereof.
- 4.2] Set of tender documents and conditions (up to a maximum of three sets) at the discretion of the General Manager (Procurement) will be supplied to the Contractor after acceptance of tender.

5.0] Extras, Omissions and Discrepancies:-

In all cases of the omissions, doubts or discrepancies in the dimensions in the drawing and items of works, reference shall be made to the Engineer –in-charge/ Chief Project Manager whose elucidation and elaboration shall be considered final.

6.0] Supply of Material by the Contractor:-

- 6.1] The Contractor should supply all materials mentioned in Schedule-B. This shall be conforming to relevant current 'IS' (Recent edition). All types of pipes, valves will be accepted after due inspection of agency authorized by Maha-Metro. The charges for the same shall be borne by the contractor.
- 6.2] Other material such as cement. HYDS steel etc. shall be conforming to relevant 'IS'.Test charges for cement, for steel & for etc shall be borne by the contractor UltraTech, Ambuja, Manikgarh Cement shall preferably be used for water retaining structures.
- 6.3] No procurement price will be paid to the contractor. On receipt of pipes, valves, etc. 90% will be released after providing; Lowering, Laying & Jointing jobs and remaining 10 % will be released after satisfactory hydraulic testing/commissioning after erection.
- 6.4] The contractor shall provide, at the site of work satisfactory storage for not less than one month's average consumption on works and shall keep the cement stored in a manner that will satisfy the Chief Project Manager. The arrangement of storage and utilization of cement in order of its arrival at the stores and the Contractor shall maintain satisfactory records which would at any time show the dates of receipt and proposed utilization of cement lying in the storage.
- 6.5] The Engineer-in-charge/Chief Project Manager shall at all the times have access to the stores and sites. Method of storage records and security provided by the Contractor. The Contractor shall comply with instructions that will be given by Engineer-in-charge on his behalf.
- 6.6] The Contractor shall further at all times satisfy the Engineer-in-charge on demand by production of books, submission of returns in performance as directed, other proofs that the cement supplied is being used for the purpose for which it is supplied made available to the Chief Project Manager.

7.0] Special Conditions / Clause for Project Management Consultant:

If Maha-Metro desires to appoint a Project Management Consultant (PMC) for Supervision/Monitoring works under this contract. The contractor shall be liable to execute the work under the supervision of P.M.C./Maha-Metro. All the decision regarding the work, in such cases shall be taken by the Maha-Metro and conveyed to P.M.C. and will be binding on the contractor.

8.0] Bidder's Offer: -

The bidder should study the tender carefully and quote the offer accordingly. The offer quoted by the bidder in the tender shall be treated as final. There shall not be any negotiations on the offer quoted by him except in the case of negotiations with L1 (i.e. lowest tenderer).

9.0] While submitting tenders the tenders shall submit the time bound programme in the form of BAR CHART (not more than stipulated Period of completion).

10.0] In the event of the Contractor failing to execute the work as per Scheduled Programme submitted by him shall be liable to pay as Compensation liquidated damages and penalty for delay in execution at the fixed rate shown against each sub work of

water supply scheme in Special condition clause liquidated damages(c) subject to maximum, Amounting to 5% of tender cost as well as penalty amounting to 5% of tender cost.

11.0] **MAHA-METRO** has right to modify the quantities mentioned in **Schedule-B** of Sub work.

GENERAL CONDITIONS

MAHARASHTRA METRO RAIL CORPORATION LIMITED

Name of Work Construction of four lane road from TCI warehouse to Khapri Station, providing RCC drain, canvas concreting along at grade section within metro corridor near MIHAN ROB.

GENERAL CONDITIONS

1.0] SCOPE AND MEANING OF CONTRACT: -

The term “contract” hereinafter used would means and includes the tender notice,detailed notice of invitation of tenders, schedule of materials, tender form, general conditions, special conditions, technical specifications, Schedule-A, Schedule-B & C drawings and any document attached to the blank tender form issued to the contracting firm. These are subject to and include the alternations and modification scarried out and agreed to before the contract document is finally decided and accepted by the Authority. The terms “Contractor”, “The Contracting Firm” and “Firm” mean the agency entering into contract with the Department.

2.0] PROCUREMENT OF MATERIALS AND PAYMENT OF TAXES: -

All materials required shall be for completion of work as per standard specifications and shall be procured and brought at site by the contracting firm at its cost. The rates quoted for the items shall be inclusive of all costs of materials and labour and it shall also cover all the present taxes such as Sales Tax, Local Tax, Octroi, etc. all taxes levied by government and excise duty levied by the state and Central Government and the local body. The contractor shall not be reimbursed the above taxes on any account.

3.0] NO REFUND OF OCTROI DUTY AND ROYALTY CHARGES: -

In respect of provisions made in clause No.36 of the printed conditions of agreement form it is made clear that octroiduty and royalty charges paid to the local body or government on materials brought against this tendered work will not be refunded. No octroi exemption certificate would be issued by the Department.

4.0] ACQUAINTANCE WITH SITE CONDITIONS ETC: -

The contracting firm shall study the site conditions, general conditions in respect of approaches, labour, water supply, temporary electric supply, climate and quarries, strata met in the premises and any data included in the tender documents and getitverified from the actual inspection of site etc. before submitting the tender. In case of doubt about any item or data included intender or otherwise it shall be got clarified by applying in writing to the General Manager, in advance of the date of submission of the tender. Once the tender is submitted it shall be concluded that the tendering firm has verified and made it conversant with all the details required for completing the works as pretender conditions and

specifications. Interpretation of any condition as given by the competent authority of Maha-Metro shall be final.

5.0] CHANGE IN SITE ALIGNMENT OR ORIENTATION:-

No compensation shall be paid on account of change in site alignment or orientation of the proposed work, with in works site marked on plan attached to the work.

6.0] STORE AND OFFICE:-

6.1]Store And Office:-

The contractor shall provide a store shed of adequate capacity at their Cost for storing materials, and equipment brought by the contractor for the above work. The store should be of such construction that it must protect the materials, against deterioration. A raised plat form shall be made for stacking cement in such a way that the Cement received earlier can be consumed first so as to avoid Deterioration due to prolonged stacking.

The doors of the shed shall have double locking arrangement and one key shall be kept with the in-Charge of contractor and the other with the in-charge or the representative of department to observe and taking out and putting in of the material sunder joint supervision of the representative of the department and the contractor. So also contractor shall provide at his Cost a temporary office duly covered and 20 sq.m.Carpet areas with adequate office furniture at site of work exclusively for use of Department officers and key of this office will remain with the Engineer-in-Charge of Department.

6.2] Protection to Equipments in Store:-

All coated surface shall be protected against abrasion impact, discoloration and any other damages. All exposed threaded portions shall be suitable protected with either a metallic or a non-metallic protecting device. All ends of all valves and piping and conduit Equipment connections shall be Properly sealed with suitable Devices to protect them from damage. The Parts, which are likely to get rusted due to exposure to weather, should also be properly treated and protected in a suitable manner.

6.3] Materials Handling and Storage: -

The motors, generators etc. shall be tested for insulation resistance at Least once in three months from the date of receipt till the date of Commissioning. The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in qualityby Storage.The contractor shall be responsible for making suitable indoorstorage Facilities to store all equipments, which require in door storage.Normally, all the electrical equipment such as motors, control gears,Generators, exciters and consumables like electrodes and lubricants, etc. shall be stored in the closed storage space.

7.0] WATER SUPPLY FOR CONSTRUCTION AND HYDRAULIC TESTING:-

The MAHA-METRO will not supply any water required for construction, drinking or any other purposes. It shall be the responsibility of the contractor to arrange clean and potable water for the work including construction, curing, and for any other purpose at his own cost. Thus the contractor will have to bear water charges for constructing, testing and commissioning of the distribution pipelines.

8.0] POWER SUPPLY FOR CONSTRUCTION: -

The MAHA-METRO will not arrange power supply for construction purpose. It shall be the responsibility of the contractor to arrange necessary power supply for construction of the work at his own cost. The contractor will have to bear the necessary power/water charges required for construction of the work.

9.0] SUPERVISORY STAFF:-

The contractor shall have well qualified Engineers on the establishment. The contractor shall engage an experienced and qualified resident engineer to be in day to day charge of the work and he should be authorized to receive instructions from the Engineer-in-charge. He shall receive orders given by the Engineer-in-charge from time to time and shall act on them promptly. The contractor shall during working hours, maintain supervisors of sufficient training and experience to supervise the various times and operations of the work.

Orders and directions given to such supervisors and to other staff of the contractor shall be deemed to have been given to the contractor. The Engineer-in-charge of the contractor will be responsible for this work, by whatever designation he may be known but who will be specified on award of the contract shall at least once in a fortnight inspect the works and shall discuss with the Engineer-in-charge of the Dept. About the conduct and progress of the work.

10.0] WORK ORDER BOOK:-

A well bound work order book shall be maintained at the work site by the Department. This will be permanent record. The Resident Engineer of the contractor shall sign below the orders recorded by the Engineer-in-charge and other Maha-Metro officers in token of having received them. He may take out a copy there of, if required. He will not record any remarks in the work order book but may take up the matter recorded there in by the Engineer-in-charge separately, if required, by the other channels of communications. After completion of work the work order book shall be surrendered to the Department.

11.0] LAYOUT AND CHECKING:-

The contractor shall provide all labour skilled and unskilled and all materials needed for carrying out the work as directed, survey, lining out,

setting out, checking of works, taking measurements at his own cost. The contractor will also provide proper approach and access to all the works and stores at his own cost.

12.0] APPROVAL FOR MATERIAL TO BE USED:-

Samples in large enough quantity of materials and descriptive data there of requiring prior approval shall be furnished by the contractor to the Engineer-in-charge in good time before the collection of such materials and equipments so as to permit inspection and testing. The sample shall be properly marked to show the name of materials, name of manufacturer, and place of origin and item for which it is to be used. Only on approval, the materials of approved quality shall be on exhibition at all time properly stored and prevented from deterioration at their cost for purpose of comparison with the materials brought on site of work from time to time for use on work. While materials are being brought on site, samples thereof will be continuously tested by the contractor to verify if they are according to specifications. Such lots of them as are below specifications shall be rejected and shall be forth with removed from the site of work by the contractor at his own cost.

13.0] CHECKING QUALITY OF WORKS:-

Should be Engineer-in-charge consider it necessary to satisfy himself as to the quality of the work, the contractor shall at any time during continuation of the contract, offer sample of work done or if necessary pull down a reasonable part of the work enough for such inspection and testing as the Engineer-in-charge may direct and contractor shall make good the same at his own cost and to the full satisfaction of the Engineer-in-charge without any extra cost. Sampling and testing of routine concrete work and civil work items shall be done in accordance with Maha-Metro practice and I.S. to the satisfaction of the Engineer-in-charge.

14.0] INSPECTION OF WORKS:-

Whatever be the items of work, the contractor shall give, not less than five days notice in writing to the Engineer-in-charge about the work which is proposed to be covered or placed beyond the reach of measurement so that measurements may be taken before the work is covered. If any work is covered without such written notice, the same shall be uncovered at the cost of the contractor and in default thereof, no payment or allowances shall be made for such work. These requirements apply for all the component items executed.

15.0] USE OF STEEL:-

The contractor shall use Tor/mild steel conforming to relevant latest edition, for tarsteel and IS: 423 revised edition for mild steel etc. which shall be of standard, tested quality and grade-I procured by the contractor. The test report should be produced by the contractor for the steel tested in

approved test laboratory. The Department shall also get the steel tested at the cost of the contractor and permit its use if the stresses are within limit as per relevant I.S.S.

16.0] EXTRA ITEMS: -

It is binding on the Contractor to carry out such extra work as will be ordered when the same can be conveniently and economically carried out by the Contractor in the opinion of the Engineer-in-charge and when such extra work forms in the opinion of the Engineer-in-charge, an integral part of the main work, either an addition or an alteration or a legitimate and reasonable extension, which cannot conveniently be carried out by other agency. The rates for such additional works shall be on the basis of the current schedule of rates of MSEDCL/PWD or mutually agreed rate whichever is less. The decision of the competent authority of MAHA-METRO will be binding for rates of additional items.

17.0] NO INTEREST ON DUES: -

No interest will be payable by the MAHA-METRO on the amount due to contractor pending final settlement of claims.

18.0] TENDER TO BE STRICTLY ACCORDING TO THE TENDER CONDITIONS AND ALL OTHER SPECIFICATIONS: -

It should be clearly noted that tenderer has to strictly comply with conditions and specifications laid down in the document and no variations or alternatives are permissible.

19.0] SECURITY DEPOSIT: -

The contractor shall pay a Performance Security equal to ten (10) percent of the Contract price. This will comprise a Contract Deposit equal to five (5) percent and a Retention money equal to five (5) percent of contract price. (No interest shall be paid on the contract Deposit and Retention Money)

a] Contract Deposit:

An amount equal to Five (5) percent of the Contract Price shall be furnished in form of bank guarantee within 15 days of receipt of the letter of Acceptance.

The Bank Guarantee will be released to the contractor after issue of work contract completion certificate.

b] Retention Money:

The remaining amount of the Performance security shall be recovered from Running Bills @5% of amount of bill subject to a maximum of 5% of contract price. The retention money will be released after completion of defect liability period.

20.0] ACTION IN CASE OF NON-COMPLIANCE: -

Failure to comply with the above conditions and specifications will result in the Maha-Metro taking action at the risk and cost of the contractor. Submission of the tender binds the contractor for complying with requirements of the above conditions and specifications without any extra payment.

21.0] DISPOSAL OF THE EXCAVATED MATERIALS: -

All materials obtained from any excavation required to be carried out under this contract will be property of the Maha-Metro and the contractor shall not have any claim on it. It will not be used for any purpose other than refilling the excavations as needed for leveling or as directed by the Engineer-in-charge. After completion of work the surplus excavated materials shall be disposed of by the contractor from the site as directed by the Engineer-in-charge without extra cost.

22.0] MATERIALS OBTAINED FROM DISMANTLING: -

Materials obtained from dismantling of any structure, or parts there of or picked up road materials or curb or channel stones, etc. taken out shall remain the property of Maha-Metro. The Contractor shall sort out and stack all serviceable materials near the site of work as per instruction of Engineer-in-charge. He shall also dispose of all unserviceable materials, etc. as per instructions of the Engineer-in-charge, or his representative. The contractor shall remain the custodian of such dismantled materials till the charge of the same is taken over by the Engineer-in-charge or his representative. Consideration for the assumption of such responsibilities shall be deemed to have included in the rates for the relevant items of work and no additional payment or compensation will be admissible.

23.0] NIGHT WORK: -

Contractors will have to execute the work during night as per direction of the Engineer-in-charge with arrangement of necessary lights, barricades, etc.The Engineer-in-charge may also specify the nature of work to be carried out during night. No extra claim or compensation will be admissible for night work or any ancillary work there to.

24.0] IDLE LABOUR: -

No claim for idle labour would be entertained under any circumstances.

25.0] APPLICATION OF CONTRACT LABOUR ACT, 1970: -

The contractor should obtain the license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Control Rules 1971, and submit the same most expeditiously to the office of the General Manager (Procurement) Maha-Metro, Nagpur.

26.0] OTHER CONDITONS: -

- a] all provision regarding workers compensation act. etc. in force shall be binding on the contractor.
- b] The contractor shall be responsible and liable to any damage to public property caused during the execution of the works.
- c] In case of accidents on the contracts work or works allied to it, the Contractor shall be responsible to pay the compensation to the sufferer or his legal descendant as per rules and legal requirements.
- d] All items occurring in the works and found necessary during actual execution shall be carried out in a work man like manner as per specifications, given in the book or standard specifications (latest Edition) as per general specifications in vogue Maha-Metro and as per orders of the Engineer-in-charge.
- e] The conditions of the contract and specifications are to be rigidly enforced and no relaxation on the ground of conditions prevailing otherwise will be allowed.
- f] Before entering into any property, plot, land or area etc. the contractor should make his own independent investigation through the collector or inspector of land records etc. at his own cost about the owner ship of the plot etc. entered by him or his labour or for steps taken by the party concerned.
- g] The contractor shall have to clear the site to work before commencement of work and after the completion of the work without any extra cost.
- h] After completion of the work in all respect and to the entire satisfaction of the Engineer-in-charge who shall give to the contractor completion certificate, the contractor shall hand over the work to the Engineer-in-charge in good and clean condition. As long as the possession of the work is not taken over, the work shall not be considered as complete and watch the same, till the time, it is taken over by the Engineer-in-charge, failing which any damage or losses to the works till during this period shall be made good by the contractor without any extra claims.

The general conditions above apply to all items involved in the tender. The department will get these complied independently. Should the contractor fail to comply the sew thin the time specified; these will be done at the risk and cost of the contractor.

No extra payment over and above the tender rates will be made to the contractor for complying the above requirement, which is obligatory.

Tenders with stipulation for settlement of a dispute by reference to arbitration will not been tertained.

ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

1. These are to apply as additional specification and conditions unless otherwise Already provided for contradictorily elsewhere in this contract.

2. CONTRACTOR TO STUDY SITE CONDITIONS

The contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of work and to have fully informed himself regarding the local conditions and carried out his own investigation to arrive at the rates quoted in the tender. In this regard, he will be given necessary information to the best of the knowledge of Department but without any guarantee about it. If he shall have any doubt as to the meaning of any portions of these general conditions or the special conditions, or the scope of work or of the specifications and drawings or any other matter concerning the contract, he shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the **MANAGING DIRECTOR, MAHA-METRO NAGPUR** in writing order, that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

2 A. Competency of Tender

The work will be awarded only to those contractors who are considered to be substantially responsive bidders, capable of performing the class of work to be completed, before passing the final award any or all bidders may have to show that he has the necessary experience, facilities, ability and financial resources to execute the work in satisfactory manner and also within the stipulated time.

3. DECLARATION OF THE CONTRACTOR

The contractor should sign the **Declaration Form**

4. INDEMNITY:

The contractor shall indemnify the Maha-Metro against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the contractor in execution of or in connection with the work of this contract and against any loss or damage to the Maha-Metro in consequence of any action or suit being brought against the Contractor for anything done or committed to be done in the execution of the works of this contract.

5. DEFINATIONS:

Unless Excluded by or repugnant to the context.

- (a) The expression "**MAHA-METRO**" as used in the tender documents shall mean the Nagpur Metro Rail Corporation Limited, Nagpur
- (b) The expression "**General Manager (Proc)**" as used any wherein the tender papers shall mean Officer for the time being of the Nagpur Metro Rail Corporation Limited who is designated as such.
- (c) The expression "**Chief Project Manager** " as used in the tender papers shall mean an officer of Chief Project Manager rank (by whatever designation he may be known) under whose control the work lies for the time being.
- (d) The expression "**Chief Project Manager**" or "**Chief Project Manager**" as used in the tender papers shall mean the **Chief Project Manager**, in charge of the work.
- (e) The expression "**employee**" used in the tender papers shall mean the party who will employ the contractor to carry out the work.
- (f) The expression "**Contractor**" used in the tender papers shall mean the successful tenderer i.e. the tenderer whose tender has been accepted, and who has been authorized to proceed with the work.
- (g) The expression "**Contract**" as used in tender papers shall mean the deed of contract together with or its original accompaniment and those later incorporated in it by mutual consent between Maha-Metro and contractor.
- (h) The expression "**Plant**" as used in the tender papers shall mean every temporary and necessary means, necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in, altered, modified, substituted and additional works ordered in the time and in the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used thereof.
- (i) "**Drawing**" shall mean the drawings referred to in the specifications and any modifications of such drawings approved in writing by Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- (j) "**Engineer's Representative**" shall mean an assistant of the Engineer notified in writing to the contractor by the Engineer.
- (k) "**Provisional items**" shall mean items for which approximate quantities have been included in the tender documents.
- (l) The "**Site**" shall mean the lands and/or other places, on, under in or through which the work is to be executed under the contract including any other lands or places which may be allotted by MAHA-METRO or used for the purpose of contract.

- (m) The **“work”** shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra, additional, altered or substituted works as required for performance of the contract.
- (n) The **“Contract sum”** shall mean the sum for which the tender is accepted.
- (o) The **"Accepting Authority"** shall mean the officer competent to accept the tender.
- (p) The **“Day”** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.
- (q) **“Temporary works”** shall mean all temporary works of every kind required in or about the execution, completion, or maintenance of the works.
- (r) **“Urgent works”** shall mean any measure which, in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.
- (s) The expression **“Latest Valid Certificate”** as used in the tender papers shall mean certificate issued during the last financial year or certificate issued during the current financial year of the tender opening.

Where the context so requires, words importing the signature only also include the plural and vice-versa.

Heading and marginal notes, if any, to the general conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

Wherever there is mention of **"Schedule of Rates"** of the Division or simply **“D.S.R”** shall mean as "the Schedule of the rates of the PWD in whose jurisdiction of the work lies."

6. ERRORS, OMISSIONS AND DISCREPANCIES:

- (a) In case of errors omissions and /or disagreement between written and scaled dimensions on the drawing or between drawings and specifications etc. the following order of preference shall apply.
 - (i) Between actual scaled and written dimensions or descriptions on a drawing the latter shall be adopted.
 - (ii) Between the written or shown description of dimensions in the drawings and the corresponding one in the specifications, the latter shall apply.
 - (iii) Between the quantities shown in schedule of quantities and those arrived at from the drawings, the latter shall be preferred.
 - (iv) Between the written description of the items in the schedule of quantities and the detailed description in the specifications of the same items, the latter shall be adopted.

- (b) In case of discrepancy between percentage rate quoted in figures and words, the lower of the two will be considered for acceptance of the tender.
- (c) In all cases of omissions and /or doubts or discrepancies in the dimensions or descriptions of any item or specification, reference shall be made to the **Chief Project Manager, Maha-Metro Nagpur**. Whose elucidation, elaboration or decision shall be considered as authentic? The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.
- (d) The special provision in detailed specifications and wording of any item shall gain precedence over corresponding contradictory provisions (if any) in the standard specification of Public Works Departments Hand Book / MJP/ NIT where reference to such specifications is given without reproducing the details in contract.

7. METHODOLOGY OF CONSTRUCTION AND CONSTRUCTION EQUIPMENTS:

(A) METHODOLOGY OF CONSTRUCTION:

The contractor shall furnish at least 15 days in advance, his program of commencement of items of work, the details of actual methods that would be adopted by the contractor for the execution of various items of work such as well Excavation, concreting, flooring, roofing etc. in case of building work, sinking, cast-in-situ superstructure for bridge work, Earth work, W.B.M., black toping items for road works supported by necessary detailed drawing and sketches including those of the plant and machinery that would be used, their locations arrangements for conveying and handling materials etc. and obtain prior approval of the Engineer in charge well in advance of starting of such items of work. The Engineer in charge reserves the right to suggest modifications or make complete change in the method proposed by the contractor, whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by Maha-Metro so long as specification of the item remain unaltered.

The sole responsibility for safety and adequacy of the methods adopted by the contractor will however rest on the contractor irrespective of any approval given by the Engineer.

In case of the slippage from the approved work program at any stage, the contractor shall furnish revised program to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer to the revised programme.

(B) CONSTRUCTION EQUIPMENT:

The contractor shall be required to give a trial run of the Equipments for establishing their capacity to achieve the laid down specifications and tolerance to the satisfaction of the Engineer before commencement of the work. All equipments

provided shall be proven efficiency and shall be operated and maintained at all times, in a manner acceptable to the Engineer and no equipment or personnel will be removed from site without permission of the Engineer.

(C) PROGRESS SCHEDULE:

- i The contractor shall furnish within the period of 15 days of the order to start the work, the program of work in CPM/PERT charts quadruplicate including the date of actual start, the monthly progress expected to be achieved and anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up for materials, plant and machinery. The schedule is to be such as is practicable of achievement towards the completion of the whole work in the time limit, and of the particular items, if any, on the due dates specified in the contract and shall have the approval of the Engineer in charge. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed schedule or schedules say, week by week for any items or item, in case of urgency of work as will be directed by him and the contractor shall comply the same as and when asked for.
- ii The contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours restricted to one shift a day for operations to be done under the Maha-Metro supervision shall be such as may be approved by the Engineer in charge. They shall not be varied without the prior approval of the Engineer, Night work require, supervision shall not be permitted except when specifically allowed by Engineer on each item, if requested by contractor. The contractor shall provide necessary lighting arrangements etc. for night work as directed by Engineer without extra cost.
- iii Further, the contractor shall submit the progress report of work in prescribed forms and charts etc. at periodical intervals as may be specified by the Engineer in charge. Schedule shall be in the form of progress charts, forms, progress statement and / or reports as may be approved by the Engineer.
- iv The contractor shall maintain proforma, charts, details regarding machinery, equipment, labour, materials, personnel etc. as may be specified by the Engineer and submit periodical returns thereof as may be specified by the Engineer in charge.

8. AGENT AND WORK ORDER BOOK:

The contractor shall himself manage the work or engage an authorized all time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced Engineer shall be provided by the contractor as his agent for technical matters in case the Engineer-in-charge considers this as essential for the work and so directs the contractor. He will

take orders as will be given by the Executive Engineer, or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation of the Executive Engineer and his representative on the work site.

The Engineer in charge has the unquestionable right to ask for changes in the quality and strength of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer in charge.

A work order book shall be maintained on site and it shall be the property of Maha-Metro and the contractor shall promptly sign orders gives therein by Executive Engineer, or his representative and his superior officers, and comply with them.

The compliance shall be reported by the contractor to the Engineer in good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the Department free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

9. SETTING OUT:

i) SETTING OUT FOR (BUILDING WORKS):

The Engineer-in-charge shall furnished the contractor with only the four corners of the works site and a level bench mark and the contractor shall set out the works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out. The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement.

The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer-in-charge. The approval thereof or joining with the contractor by the Engineer-in-charge in setting out the work shall not relieve the contractor of any of his responsibilities.

Before beginning the work, the contractor shall at his own cost provide all necessary reference and level posts, Pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Engineer-in-charge. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable the dolomite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-charge in writing but such approval shall not relieve the contractor or any of his

responsibilities. The contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

Pillars bearing geodetic marks located at the sites of units of work under, construction should be protected and fenced by the contractor.

On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.

(ii) RESPONSIBILITIES FOR LEVEL AND ALIGNMENT:

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and corrections of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectification shall be carried out by the contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-charge.

10. LEVELLING INSTRUMENTS:

If measurement of items of the works is based on volumetric measurements calculated from levels taken before and after construction of items, a large number of leveling staves, tapes etc. will have to be kept available by the contractor at the site of work for this purpose. Lack of such leveling staves; tapes etc in required numbers may cause delay in measurements and the work. The contractor will have therefore to keep sufficient number of these instruments readily available at site and in good working conditions.

11. AUTHORITIES OF THE ENGINEER IN CHARGE'S REPRESENTATIVE:

The duties of the representative of the Engineer-in-charge are to watch and supervise the work and test and examine any material to be used for workmanship employed in connection with the works.

The Engineer-in-charge may from time to time, in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the contractor a copy of all such delegations of powers and authorities. Any written instructions or approval given by the representative of the Engineer-in-charge to the contractor within the terms of such delegations (but not otherwise) shall bind the contractor and the department as though it had been given by the Engineer-in-charge, provided always as follows.

Failure of the representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and to order to putting down, removal or breaking up thereof.

12. CO-ORDINATION:

When several agencies for different sub-works of the project are to work simultaneously on the project site, there must be full co-ordination and co-operation

between different contractors to ensure timely completion of the whole project smoothly. The scheduled dates for completion specified in each contract shall, therefore, be strictly adhered to Each contractor may make his independent arrangements for water, power, housing etc. if they so desire, on the other hand the contractors are at liberty to come to mutual agreement in this behalf and make joint arrangement with the approval of the Engineer. No single contractor shall take or cause to be taken any steps or action that may cause disruption, discontent or disturbance to work, labour or arrangements etc. of other contractors in the project localities. Any action by any contractor which the Engineer in his unquestioned discretion may consider as infringement of the above code would be considered as a breach of the contract conditions and shall be dealt with as such.

In case of any dispute or disagreement between the contractors, the Engineer's decision regarding the co-ordination, co-operation and facilities to be provided by any of the contractors shall be final and binding on the contractors concerned and such a decision or decisions shall not vitiate any contract nor absolve the contractor(s) of his/their obligations under the contract nor form the grounds for any claim or compensation.

13. ASSISTANCE IN PROCURING PRIORITIES PERMITS ETC.

The Engineer on a written request by the contractor will if in his opinion, the request is reasonable and in the interest of work and its progress, assist the contractor in securing the priorities for deliveries, transport permits for controlled materials etc. where such are needed. The Maha-Metro will not however be responsible for the non-availability of such facilities or delay on this behalf and no claims on account of such failure or delays shall be allowed by the Maha-Metro.

The contractor shall have to make his own arrangement for machinery required for the work, However, if such machinery is conveniently available with the Department it may be spared as per the rules in force on recovery of necessary Security Deposit and rent at the rate approved from time to time by the independent agreement to this contract and the supply or non supply of machinery shall not form a ground for any claim or extension of time limit for this work.

14. QUARRIES:

- 14.1 The contractor(s) shall have to arrange him /themselves to procure the quarries. However necessary assistance without any extra cost to Maha-Metro will be rendered by the Department for procuring the quarries if required by the contractor.
- 14.2 The quarrying operations shall be carried out by the Contractor with proper equipment such as compressors, jack-hammers, drill bits, explosives etc. and sufficient number of workmen shall be employed so as to get the required out-turn.
- 14.3 The contractor shall carry out the works in the quarries in conformity with all the rules and regulations already lay down or may be laid down from time to time by Maha-Metro. Any cost incurred by Maha-Metro due to non-compliance of any rules

or regulations on due to damages by the contractor shall be the responsibility of the contractor. The Engineer-in-charge or his representative shall be given full facilities by the contractor for inspection at all times of the working of the quarry, records maintained, the stocks of the explosives and detonators etc. so as to enable him to check that the working records and storage are all in accordance with the relevant rules. The Engineer-in-charge or his representative shall at any time be allowed to inspect the work, building, and equipment at the quarries.

- 14.4 The contractor shall maintain at his own cost the books, registers, etc. required to be maintained under the relevant rules and regulations and as directed by the Engineer-in-charge. These books shall be open for inspection at all times by the Engineer-in-charge or his representative and the contractor shall furnish the copies or extracts of books or register as and when required.
- 14.5 All quarrying operations shall be carried out by the contractor in organized and expeditious manner, systematically and with proper planning, the contractor shall engage licensed blaster and adopt electric blasting and / or any other approved method which would ensure complete safety to all the men engaged in the quarry and its surroundings. The contractor shall himself provide suitable magazines and arrange to procure and store explosives etc. as required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance from the Chief Inspector of Explosives and the rules and regulations in this connection as laid down by the Chief Inspector of Explosives from time to time shall be strictly adhered to by the Contractor. It is generally experienced that it takes time to obtain the necessary license for blasting and license for storage of material from the concerned authorities. The contractor must therefore take timely advance for procuring all such licenses so that the work progress may not be hampered.
- 14.6 The approaches to the quarrying place from the existing public roads shall have to be arranged by the contractor at his own cost, and the approaches shall be maintained by the contractor at his own cost till the work is over.
- 14.7 The quarrying operations shall be carried out by the contractor to the entire satisfaction of the Engineer-in-charge and the development of the quarry shall be made efficiently so as to avoid wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone which is in the opinion of the Engineer -in-charge, not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown at the contractor's cost.
- 14.8 Since all stones quarried from Maha-Metro quarry (if made available) by the contractor including the excavated over burden are the property of the Maha-Metro, no stones or earth shall be supplied by the contractor to any other agencies or works. And are not allowed to be taken away for any other works. All such surplus quarried materials not required for work under this contract shall be the property of the Maha-Metro shall be handed over by the contractor to Maha-Metro free of cost at quarry site duly heaped at the spots indicated by the Engineer-in-

charge. The contractor will be entitled to the refund of royalty if any, paid by him for such quantity handed over to the Maha-Metro for which necessary certificate will be issued by Executive Engineer, as per usual procedure. If however, the Maha-Metro does not require such surplus material, the contractor may be allowed to dispose off or use such material elsewhere with prior written permission of Engineer-in-charge. Leaving off a quarry face or opening of a new quarry face shall be done only on the approval of the Engineer-in-charge.

- 14.9 Quarrying permission will have to be directly procured by the contractor from the **Collector of the District** concerned for which purpose the Department will render necessary assistance. All quarry fees, royalty charges, octroi duties, ground rent for stacking material etc. if any to be paid shall be paid directly by the contractor as per rules in force.
- 14.10 The contractor will be permitted to erect at his own risk and cost at the quarry site if suitable vacant space in Maha-Metro area is available for the purpose, his own structures for stores, offices etc. at places approved by the Engineer-is-charge. On completion of the work the contractor shall remove all the structures erected by him and restore the site to its original conditions.
- 14.11 The contractor shall not use any land in the quarry either for cultivation or for any other purpose except that required for breaking or stacking or transporting stones.
- 14.12 The contractor will be responsible to make all payments of quarries fee royalty etc. No claim on this account will be entertained.
- 14.13 The claims / representation on account of change of source of material or closing of quarries from the Revenue, are changed in lead etc. shall not be entertained. The contractor shall study the lead for material including sand carefully before quoting his rates.

15. COLLECTION OF MATERIALS:

- (i) Where suitable and approved Maha-Metro quarries exist, the contractor or piece worker will be allowed if otherwise there is no objection to obtain the materials to the extent required for the work from the quarry. He will be however, liable to pay compensation, if any damage is caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour. The contractor shall pay necessary royalty in advance.
- (ii) Where no suitable Maha-Metro quarries exist or when the quantity of the material required cannot be obtained from Maha-Metro quarry the contractor or piece-worker shall make his own arrangement to obtain the materiel from existing or new quarry in Maha-Metro waste land, private land or land belonging to other states or talukas, etc. After opening the quarry but before starting collection, the quarry shall be got approved by the Engineer-in-charge or his representatives. The contractor or piece workers shall pay all royalty charges compensation etc. No claims or

- responsibility on account of any obstructions caused to execution of the work by difficulties arising out of private owners of land will be entertained.
- (iii) The rates in the tender include all incidental charges such as opening of a new quarry, opening out a new portion in a existing quarry, removing top soil and the other unsuitable material, dewatering a quarry, cost of blasting powder and fuses, lift, lead, repairs of existing cart tracks, making new cart tracks, control charges Central /state Government or Municipal Taxes, etc.
 - (iv) The rates in the tender are for the delivery of approved material on road side properly stacked at the places specified by the Engineer-in-charge and are inclusive of conveyance charges in respect of the leads and lifts. No claims on account of the changes in lead will be entertained.
 - (v) No material shall be removed from the land within the building premises or from the land touching it without the written permission of the Engineer-in-charge or his authorized agent. If any material is unauthorisely obtained from such places, the contractor or piece worker shall have to make good the damages and pay such compensation, in addition as may be decided by the Executive Engineer and will have to stop further collection.
 - (vi) Any material that falls on any from the cart etc. during conveyance shall be immediately picked up and removed by the contractor or piece worker, failing which it will be got removed departmentally at his cost. No heap shall be left prior to stacking even temporarily in the building premises in any way so as to cause any obstruction or danger to the traffic. The contractor or the piece worker shall be liable to pay for any claims of compensation etc. arising out of any accidents, etc. Any such material causing obstruction or danger etc. will be got removed departmentally at his cost and no claims for any loss or damage to the material, thus removed, will be entertained. The contractor shall also be responsible for the damage or accident etc. arising out of any material that falls on the road or track, not in charge of the Department and shall attend to any complaints, which may be received.
 - (vii) The materials shall not be stacked in place where it is liable to be damaged or lost due to traffic passing over it, to be washed away by rain or floods, to be buried under the land slide etc. or to slip down on embankment. No claims for any loss due to these and similar causes will be entertained.
 - (viii) Before stacking, the materials shall be free from all earth, rubbish, vegetable matter and other extraneous substance and in the case of metal, screened to gauge, if so directed. When ready, it shall be stacked entirely clear of the road way, on ground which has been cleaned of vegetation and leveled. On high bank, ghat roads etc. where it may not be practicable to stack it entirely clear of the roadway, it may be stacked with the permission of the Engineer-in-charge on berks in such a way as to cause minimum danger and obstruction to the traffic or as may be directed by him.
 - (ix) The size of the stacks for materials other than rubble shall be 3 x 1.50 x 0.60 meter or such other size as may be directed by the Engineer-in -charge and all but one

stack in 200 meters. Shall be of the same uniform size and shall be uniformly distributed over whole lengths. One stack (at the end) in each 200 meters. May be of length different from the rest in order to adjust total quantity to be required but its width and height will be the same as those of the rest.

- (x) The Sub-Divisional Officer shall supply the contractor with a statement showing 200 meter wise quantities that will be required and the order in which the collection is to be done. No Materials in excess of requirements in those 200 meters shall be stacked. Any excess quantity shall be removed at the expenses of the contractor or piece worker to where it is required before the material in that 200 meter is finally measured.
- (xi) In stacking materials, the deposition shall commence at the end of the km. farthest from the quarry and be carried continuously to the other end (unless otherwise directed by the Executive Engineer,). Stacking in one 200 meter shall be completed before it is started in another unless directed otherwise in writing by the Executive Engineer. Measurement of the materials stacked in the 200 meter will not be recorded until the full quantity required has been stacked unless otherwise authorized by Engineer in writing. Collection and spreading shall not be carried out at the same time in one and the same kms or in two adjoining kms except with the written permission of the Executive Engineer.
- (xii) Unless otherwise directed, the materials shall be collected in the following order according to availability of space: (1) Rubble (if included in tender) (2) Metal, (3) Soft murum and (4) Hard murum. Hard murum shall be stacked on the side opposite to that on which soft murum has been stacked. Similarly, metal collected for petty repairs shall be stacked on the side opposite to metal for new layer. Where metal for two layers has to be stacked as in the case of new roads, the metal for each layer shall be stacked on the opposite sides of the road.
- (xiii) All road material shall be examined and measured before it is spread. The labour for measurements (and check measurements wherever carried out) shall be supplied by the contractor or piece worker. Immediately after the measurements are recorded, the stacks shall be marked by the contractor or piece worker by white wash or otherwise as may be directed to the Executive Engineer, to prevent of any possibility of the same materials being measured and recorded over again and to prevent any unauthorized tampering with the stacks. If the contractor or the piece worker fails to attend the measurements of materials after receiving the notice from the Sub-Divisional Officer or his subordinate stating date and time of the intention to measure the work, the same shall be measured nevertheless and no complaint in this respect will be entertained latter on. If the contractor or piece worker fails to supply sufficient labour for the materials required at the time of measurements or check measurements after due notice has been given to him, the expenses incurred on account of employing departmental labour or material etc. shall be charged against his account.
- (xiv) No deduction will be made for voids.

16. TEMPORARY QUARTERS:

The contractor shall at his own expenses maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangements for housing for

them with all necessary arrangements including fire preventatives measures etc. as directed by Engineer-in-charge.

SITE OFFICE:

The contractor shall provide, furnish, maintain and remove on completion of the work; a suitable office on the work site for the use of Executive Engineer's representative. The covered area exclusive of verandah should not be less than 37.17 Sq.m. It may have bamboo matting walls and asbestos or corrugated iron roof; paved floor should be 45 cm. above ground level. He should provide latrines, urinals and keep them clean daily. This will be supposed to be included in his rate.

17. TREASURE TROVE:

In the event of discovery by the contractor or his employees, during the progress of the works of any treasure, fossils, minerals or any other articles or value or interest, the contractor shall give immediate intimation thereof to the Engineer such treasure or things which shall be the property of MAHA-METRO.

18. PATENTED DEVICES, MATERIALS AND PROCESSES:

Whenever the contractor desires to use any designed devices, materials or process covered by the letter of patent or copy right, the right for such use shall be secured by suitable legal arrangement and agreement with patent owner and a copy of their agreement shall be filed with the Engineer-in-charge if so desired by the letter.

19. EXPLOSIVES: Deleted

20. DAMAGE BY FLOODS OR ACCIDENTS:

The contractor shall take all precautions against damage by floods or tides or from accidents etc. No compensation will be allowed to the contractor on this account or for correcting and repairing any such damage to the work during construction. The contractor shall be liable to make good at his cost any plant or materials belonging to the Maha-Metro, lost or damaged by floods or from any other cause while in his charge

21. POLICE PROTECTION.

For the special protection of camp of the contractor's works, the Department will help the contractor as far as possible to arrange for such protection with the concerned authorities if so required by the contractor in writing. The full cost of such protection shall be borne by the contractor.

22 SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL:

22.1 SUPERVISION:

The contractor shall either himself supervise the execution of the works or shall appoint the competent agent approved by the Engineer in charge. If contractor has himself no sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expenses, employ as his accredited agent a qualified Engineer approved by the Engineer in charge.

Orders given to the contractor's agent shall be considered to have the force as if these had been given to the contractor himself. If the contractor fails to appoint a suitable agent as directed by the Engineer in charge, the Engineer in charge shall have full power to suspend the execution of the work until such date suitable agent is appointed and the contractor shall be responsible for the delay so caused to the works and the contractor shall not be entitled for any compensation on this behalf.

22.2 INSPECTION:

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 affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing to that effect Approval of materials or workmanship or approval of part of the work during the progress of execution shall bind the Engineer-in-charge or in any way affect him to even reject the work which is alleged to be completed and to suspend the issue of his certificate of completion until such alteration and modifications or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfaction. The contractor shall provide at his own cost necessary ladders and such arrangements as to provide necessary facilities and assistance for inspection of all part of work at his own cost.

23. INITIAL MEASUREMENTS FOR RECORD

Where, for proper measurement of the work, it is necessary to have an initial set of levels or other measurements taken, the same as recorded in the authorized field book or measurement book of Maha-Metro by the Engineer or his authorized representative will be signed by the contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the contractor to get such levels etc. recorded before starting the work, will render him liable to accept the decision of the Engineer as to the basis of taking measurements, likewise the contractor will not cover any work which will render its subsequent measurements difficult or impossible without first getting the same jointly measured by himself and the authorized representative of the Executive Engineer. The record of such measurements on the Maha-Metro side will be signed by the contractor and he will be entitled to have a true copy of the same made at his cost.

24. SAMPLES AND TESTING OF MATERIALS:

- (i) All materials to be used on work, such as cement, lime, aggregates, stone, asphalt, wood, etc. shall be got approved in advance from the Engineer-in-charge and shall pass the tests and analysis required by him, which will be:
 - a. As specified in the specifications for the items concerned and/or
 - b. Red Book.

- c. As specified by the Indian Road Congress Standard Specification and code of practice for Road and Bridges or
 - d. I.S.I. Specifications (whichever and wherever applicable) or
 - e. Such recognized specifications acceptable to the Engineer-in-charge as equivalent thereto or in the absence of such authorized specifications.
 - f. Such requirements tests and/or analysis as may be specified by the Engineer-in-charge in the order of procedure given above.
- (ii) The contractor shall at his risk and cost make all arrangements and / or shall provide for all such facilities as the Engineer-in-charge may require for collecting preparing and forwarding required number of samples for tests or for analysis at such time and to such place or places as may be directed by the Engineer and bear all charges and cost of testing. Such samples shall also be deposited with the Engineer-in-charge.
 - (iii) The contractor shall as and when required submit at his cost the samples of materials to be tested or analyzed and if, so directed, shall not make use or incorporate in the work any materials to represented by the samples until the required tests or analysis have been made and after the test of the materials, finally accepted by the Engineer-in-charge.
 - (iv) The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of the materials.
 - (v) The contractor or his authorized representative will be allowed to remain present in the departmental laboratory while testing samples furnished by him. However the results of all the tests carried out in the departmental laboratory in the presence or absence of the contractor or his authorized representative will be binding on the contractor.
 - (vi) The cost of routine day-to-day quality control testing charges for tests required as per specifications will be borne by contractor by sending the same to the concerned Maha-Metro Laboratories.
 - (vii) a) The contractor shall have at his own cost set up laboratory to carry out the routine tests of materials which are to be used on the work. The tests will have to be carried out either in his field laboratory or in an approved laboratory. In cases tests are carried out in field laboratory at least 30 percent testing should be carried out at the nearest Quality Control Laboratory of the Department. Failing to which recovery at a prescribed rate as proposed by Maha-Metro. Quality control Laboratory will be recovered from contractor's bill.
b) Where such field / site Laboratory has been setup by the contractor, the same shall be checked and get approved from the Executive Engineer in charge of the work.

c) On the work, where no such field / site Laboratory is setup, 100% testing of material which are to be used on the work will have to be got tested from the Vigilance and Quality Control Laboratory of the Department.

d) Testing of cement and steel 100% in Vigilance and quality laboratory. Nagpur is compulsory

e) It is mandatory to submit the test reports of materials/samples used for the work as per the frequency given in the specification with the bill. If the test results are not submitted along with the bill, amount equal to five times the prevailing VQC testing charges shall be deducted from the bill. Samples for the items for which testing is not done as per frequency shall be collected and submitted for testing by the engineer in charge or his representative for testing and testing charges for this sample shall be paid by engineer in charge through the amount deducted as above and balance amount shall be remitted to revenue. Till such results are received contractor shall be paid at part rate as decided by the Engineer in Charge.

SPECIAL CONDITIONS:

The Contractor shall adhere to the frequency of testing of the material which is to be used on the work, as per the frequency chart appended as **Annexure 'III'**. Quality Control Test required for material is appended as **Annexure-IV**. The numbers of test to be conducted on materials which are to be used on the work indicated in the frequency chart (Annexure-B) are minimum required test. The Engineer-in-charge may ask for more number of tests as and where required.

- (viii) In case of material procured by the contractor, testing as required by codes and specifications shall be arranged by him at his own cost and testing shall be done in the presence of authorized representative of the Engineer-in-charge at the nearest approved laboratory. If additional testing other than as required by specification is ordered the testing charges shall be borne by the department, if the test result are satisfactory and by contractor if the same are not satisfactory.
- (ix) In case of materials supplied by the Maha-Metro, if the contractor demands certain testing, the charges thereof shall be paid by the contractor if the test results are satisfactory and by the department if the same are not satisfactory.
- (x) Testing shall be carried out at approved Maha-Metro Laboratories or Institutions as directed by the Engineer-in-charge and all testing charges shall be borne by the contractor.
- (xi) 15% of the rate shall be withheld and shall be released only after the receipt of the satisfactory test results whenever specified excluding concrete items. "Routine test shall mean testing of aggregate for gradation flakiness index, impact value and binder contents."

- (xii) Mix design of concrete items where specified shall be brought by the contractor at his own cost from approved Laboratory. Also testing of High Yield Steel to be done by the contractor at his own cost.

25. CHANGE OF CEMENT CONTENT ETC.

- a) The tendered rates for any item, involving the use of cement shall apply to the quantity of cement specified for the mix for that item in the specifications. If for any reasons, except those required for compensating the deficiencies in the components, the cement concrete and properties are altered by the Engineer (Engineer in charge) at any time to time, the tendered rates for that particular item and quantity of quantities shall be duly enhanced or reduced only to account for the addition or reduction in cost of the cement content for that laid down in the specification at the rates specified in D.S.R. of the district on which the estimate is based, plus 10 % to cover all incidental charges whatever. Likewise if any additives, compounds, water proofing materials etc. are ordered by the Engineer to be added to the mortar or concrete, no extra rate shall be payable for this change which shall be carried out as per directions of the Engineer in charge. Provided cost of such additives etc. is borne by Maha-Metro or these are supplied free of cost to contractor at site by the Maha-Metro.

In any case, there is any change in grade of concrete, only difference of cement will be paid without prejudice in this clause.

- b) For concrete items involving mix design, if the preliminary test for the concrete mix involves changes in theoretical cement contents specified for the mix in the specification up to two percent of the higher or lower side, adjustment in the cost of item to be paid to the contractor shall be made. The payment will be adjusted for or against the contractor in whatever amount the total cost of the cement to the contractor has been increased or decreased by more than two percent. The amount of such increase or decrease shall be calculated on the basis of quantity of cement determined at the rate specified in the D.S.R. on which the estimate is based.
- c) Likewise if any additives, compounds, water proofing materials etc. are ordered by the Engineer to be added to the mortar or concrete, no extra rate shall be payable for this change which shall be carried out as per directions of the Engineer in charge. Provided cost of such additives etc. is borne by Maha-Metro or these are supplied free of cost to contractor at site by the Maha-Metro.

26. CEMENT CONCRETE:

- (A) The contractors shall carry out all preliminary tests to work out grading and proportioning of aggregates in order to obtain and maintain uniform quality of work. The contractor shall supply all materials; labour and testing cost for preparing and testing samples as required by the Engineer. Unless otherwise specified in the

detailed item wise specifications 3 cubes 150 x 150 x 150 mm will be tested for every 15 cubic meter of concrete or per day whichever is higher.

The contractor shall make field arrangements for slump test, density and bulk age testing and also prepare concrete cubes 150 mm x 150 mm x 150 mm for testing compressive strength, at his cost. The cubes shall be got tested at approved laboratory and the test results shall not fall below those prescribed in P.W.D. Hand Book (Table CVP. 142) or as laid down in the specifications or I.S. 456-2000. The cost of such cubes and tests shall be entirely born by the contractor.

- (B) All concrete shall be machine mixed, unless otherwise directed by Engineer-in-charge for controlled or high grade concrete, the grading of aggregates shall be got approved from the Engineer. The correct proportions and the total amount of water for the mix will be determined by means of preliminary tests and shall be got approved by the Engineer. However, such approval does not relieve the contractor from his responsibility, regarding the minimum works strength requirements. Work tests shall be taken in accordance with relevant codes and specifications.

All proportioning of aggregate shall be done by weight. If so, ordered by the Engineer.

- (C) All mixing shall be done by mechanical means in approved mixers. The Engineer may at his discretion, allow in writing hand mixing of concrete for minor items where in small quantities are involved but in that case the contractor shall increase the cement content of the mixture by 10% without any extra cost.
- (D) The form work used shall be made invariable of steel/with lining of steel or with plywood lining. Wooden shutters may be allowed at the discretion of the Engineer e.g. lintels, small slabs and beams coping etc.
- (E) The concrete shall be mechanically vibrated for proper compaction by the method approved by the Engineer.
- (F) The concrete shall be cured only by sweet potable water for full 21 days time of placement or as may be directed by Engineer-in-charge.

26.1 REINFORCED CONCRETE WORK:

- (A) The work included in this contract shall be carried out in addition to this specification detailed herein, in accordance with specifications and regulations as laid down in the following standard specifications.

1. Standard specifications published by Government of Maharashtra 1985 Edition.
2. **I.S. 8112 - 1989** - Specification for ordinary port land cement
3. **I.S. 383 - 1976** - Specification for coarse and fine aggregate from natural courses for concrete.
4. **I.S. 1786 – 1985** - Specification for cold twisted bar.
5. **I.S. 432 - 1982** - Specification for mild steel and medium steel bars.

6. **I.S. 456 - 2000** - Code of practice for plain and reinforced concrete.

- Note:**
1. Ordinary Portland cement (conforming I.S.8112) shall be used for all R.C.C. and other items where cement is used.
 2. Steel for reinforcement shall be procured only from reputed companies.

If the Standard specifications quoted above fall short for the items quoted in these Schedules of this contract, reference shall be made to the latest British Standard of specifications. If any of the items of contract do not fall in reference quoted above, the decision and specifications of the Engineer shall be final.

27. ADDITIONAL GENERAL SPECIFICATION FOR ORDINARY AND HIGH GRADE CONCRETE:

1. If the concrete strength falls below that specified for the items and if the use can be permitted under clauses 303.3.7 of the I.R.C. Bridge Code section-III given below, the unit (Bridge Component) may be accepted at the discretion of the Superintending Engineer, concerned as a substandard work at a suitable reduced rate. Reduced rate will be determined by the Executive Engineer concerned according to circumstances of the case and the concerned Superintending Engineer's approval to the reduced rate as mentioned above is necessary "Standard Specifications and code of practice for Road Bridges" Section III cement Concrete 303.3.7. Standard of acceptance.
 - (i) Full payment should be made when 75% of the test cube results are equal and above specified strength and remaining 25 % of the results are above 75 % of the specified strength. Cases falling outside the above limits should be examined and decided by the Engineer-in-charge on merits of each case.
 - (ii) The test specimen should be taken by representative of the contractor in presence of a responsible officer of the rank of not lower than an Assistant Engineer/Deputy Engineer.
 - (iii) The test specimen should be formed carefully and no claim shall be entertained later on, on the ground that the casting of the test specimen were faulty and that the results of the test specimen did not give correct indication of the actual quality of concrete.
 - (iv) The minimum quantity of cement per one cubic meter of M-15 and above concrete should be as per standard specification book specification B-7-4 page 39 (1979 Edition)
 - (v) **Payment:**
 - (a) The payment of such concrete work will not be made till the strengths are ascertained.

(b) The payment of reinforcement of such affected items will not be made till the strengths of the concrete are ascertained.

- (vi) The centering to be used for execution of any concrete item shall be strictly in accordance with specifications for formwork and steel centering given **Annexure-VI** of this document. No concreting shall be executed without prior approval to the centering from the Engineer in charge.

28. MISCELLANEOUS

- 1) Rate shall be inclusive of GST and other taxes etc.
- 2) For providing electric wiring of water lines etc. recesses shall be provided if necessary through walls, slabs, beams etc. and later on refilled it with bricks or stone chipping cement mortar without any extra cost.
- 3) In case it becomes necessary for the due fulfillment of contract for the contractor to occupy land outside the Department limits, the contractor will have to make his own arrangements with the land owner and to pay such rents, if any, are payable as mutually agreed between them.
- 4) The special provision in detailed specifications and wording of any item shall gain precedence over corresponding contradictory provisions (if any) in the standard specification of Public Works Departments Hand Book where reference to such specifications is given without reproducing the details in contract. Decision of the Engineer shall be final in case of interpretation of specifications.
- 5) Suitable separating barricades and enclosures as directed shall be provided to separate materials brought by contractor, and material issued by Maha-Metro to contractor under Schedule 'A'. Same applies for the material obtained from different sources of supply.
- 6) It is presumed that the contractor has gone carefully through the Standard specifications of MJP/NIT Hand Book & the Schedule of Rates of the Division and studied the site conditions before arriving at rates quoted by him.
- 7) The stacking and storage of construction materials at site shall be in such a manner as to prevent deterioration or inclusion of foreign materials and to ensure the preservation of the quantity, properties and fitness for the work. Suitable precautions shall be taken by the contractor to protect the materials against atmospheric actions, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely-hood of subsidence of soil; heavy materials shall be stored on paved platforms. The contractor shall at his own expenses engage watchman for guarding the materials and plant and machinery and the work during day and night against the pilferage or damage and also for prohibiting trespassers.

- 8) The contractor shall be responsible for making good the damages done to the existing property during construction by his men.
- 9) If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the contractor with the help of the Department at his own cost.
- 10) The contractor shall provide, maintain, furnish and remove on completion, temporary shed for office on work site for the use of Executive Engineer's representative.
- 11) Defective work is liable to be rejected at any stage. The contractor, on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be for rectification.
- 12) In case in the schedule "B" the work has been divided into sections but notwithstanding this, every part of it shall be deemed supplementary to and complementary of every other part.
- 13) General directions or detailed description of work, materials and items overage of rates given in the specifications are not necessary repeated in the Bill of Quantities / Item wise specifications. Reference is, however, drawn to the appropriate section clause(s) of the General specifications in accordance with which the work is to be carried out
- 14) In the absence of specific directions to the contrary, the rates and prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described there under and are to cover all labours, materials, wastage, temporary work, plant overhead charges and profiles, as well as the general liabilities, obligations and risk arising out of the General conditions of contract.
- 15) The quantities set down against the items in Schedule "B" are only estimated quantities of each kind of work included in the contract and are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded.
- 16) All measurements will be made in accordance with the methods indicated in the specification and read in conjunctions with the General conditions of contract.
- 17) The details shown on drawings and all other information pertaining to the work shall be treated as indicative and provisional only and are liable to variation as found necessary while preparing working drawing which will be supplied by the MAHA-METRO during execution. The contractor shall not, on account of such variation be entitled to any increase over the ones quoted in the tender which are on quantity basis.
- 18) The recoveries if any from contractor will be affected as arrears of land revenue through the collector of the district.

29. PROTECTION OF UNDERGROUND TELEPHONE CABLE AND AERIAL TELEPHONE WIRES AND POLES, TRANSMISSION TOWERS, ELECTRICAL CABLES AND WATER SUPPLYING LINES.

During the execution of work, it is likely that the contractor may meet with telephone cable, electrical cables, water supply lines etc. it will therefore be the responsibility of the contractor to protect them carefully. All such cases should be brought to the notice of the Engineer-in-charge by the contractor and also the concerned Department. Any damage whatsoever done to these cables and pipe lines by the contractor shall be made good by him at his cost.

30. MEDICAL AND SANITARY ARRANGEMENTS:

Medical and sanitary arrangements to be provided for labour employed in the construction by the contractor.

- (a) The contractor shall provide an adequate supply of pure and wholesome water for use of labourers on works and in camps.
- (b) The contractor shall construct trench or semi permanent latrines for the use of the Labourers. Separate latrines shall be provided for men and women.
- (c) The contractor shall build sufficient number of huts on a suitable plot of land for use of the labourers according to the following specifications.
 - (1) Huts of Bamboos and Grass may be constructed.
 - (2) A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with tress shall be chosen wherever it is available. The neighborhood of tank, jungle, trees or woods should be particularly avoided; camps should not be established close to large cutting of earth work.
 - (3) The lines of huts shall have open spaces of at least ten meters between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
 - (4) There should be no overcrowding. Floor space at the rate of 3.00 sq. meters per head shall be provided. Care should be taken to see the huts are kept clean and in good order.
 - (5) The contractor must find his own land and if he wants Maha-Metro land, he should apply for it, if made available by Maha-Metro.
 - (6) The contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.
 - (7) The contractor shall make sufficient arrangements for draining away the surface and sullage water as well as water from the bathing and washing places and shall dispose of this waste water in such a way as not to cause any nuisance.
- (d) The contractor shall engage a Medical Officer with a traveling dispensary for a camp containing 500 or more persons, if there is no Government or other private dispensary situated within 8 kilometers from the camp. In case of an

emergency, the contractor shall arrange at his cost free transport for quick medical help to his sick worker.

- (e) The contractor shall provide the necessary staff for effecting a satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer in charge. At least one sweeper per 200 persons should be engaged.
- (f) The Assistant Director of Public Health shall be consulted before opening a labour camp and his instructions on matters such as water supply, sanitary conveniences, the camp site accommodation and food supply shall be followed by contractor.
- (g) Whether workers are required to work near machine and are liable to meet with accidents they should not be allowed to wear loose cloth like Dhoti, Jhabba etc. The addition to above all provisions of the relevant labour Act pertaining to basic amenities to be provided to the labourer shall be applicable which will be arranged by the contractor.

31. SAFETY MEASURES AND AMENITIES

(A) SAFETY MEASURES:

The contractor shall take all necessary precautions for the safety of the workers and preserving their health's while working in such job as require special protection and precautions wherever required. The following are some of the requirements listed, though not exhaustive. The contractor shall also comply with the directions issued by the Engineer in this behalf from time to time and all times.

- (1) Providing protective foot-wear to workers, in situations like mixing and placing of mortar or concrete in quarries and places where the work is done under too much of wet conditions as also for movements over surfaces infected with oyster growth etc.
- (2) Providing protective head wear to workers, working in quarries etc. to protect them against accidental fall of materials from above.
- (3) Taking such normal precautions like providing hand rails to the edges of the floating platform or barges, not allowing nails or metal parts or useless timber to spread around etc.

(B) AMENITIES:

- (4) Supporting workmen with proper belts, ropes etc. when working on any masts, cranes, grabs, hoist, dredges etc.
- (5) Taking necessary steps towards training the workers concerned of the use of machinery before, they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working.
- (6) Providing adequate number of boats (if at all required for plying in water) to prevent overloading and over-crowding.

- (7) Providing life belts to all men working at such situations from where they may accidentally fell into the water, equipping the boats with adequate number of life belts etc.
- (8) Avoiding bare live- wires etc. as it would electrocute workers.
- (9) Making all platforms, standings and temporary structures sufficiently strong so as not to cause inconvenience and risk to the workmen and supervisory staff.
- (10) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocation's, drowning and other injuries.
- (11) Take all necessary precautions with regard to use of divers.
- (12) Providing full length gum boots, leather hand gloves leather jackets with fire proof aprons to cover the chest and back reaching up to knees and plain goggle for the eyes to the labourers working with hot asphalt handling vibrator in cement concrete and also where use of any or all these items is essential in the interest of health and well being of the labourers in the opinion of the Engineer.
- (13) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When ladder is used, an extra mazdoor shall be engaged for holding the ladder and if ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1:4 (1 horizontal and 4 vertical).
- (14) Scaffolding or staging more than 3.25 meters above the ground or floors, swing or suspended from an overhead support or erected with stationary supports shall have a guard rail properly attached, bolted, braced and otherwise assured at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- (15) Working platform, gangways and stairways shall be so constructed that they do not sag unduly or are made more than 3.25 meters above ground level or floor level. It shall be loosely boarded, have adequate width and be suitably fenced as described in 14 above.
- (16) Every opening in structure or in a working platform shall be provided with suitable protection to prevent fall of person or materials by providing suitable fencing or railing with minimum height of 1 meter.
- (17) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length; width between side rails in hung ladder shall in no case may be less than 30 centimeters. For ladders up to and including 3 meters in length. For longer ladders, this width shall be increased at least 6 mm for each additional 30 centimeters of length. Uniform step spacing shall not exceed 30 centimeters.

- (18) Adequate precautions shall be taken to prevent danger from electrical equipment. No material on any of the sites shall be stacked or place as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect public from accident and proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person or which may with the content of the contractor, to be paid to compromise any claim by any such person.
- (19) All necessary personal safety equipment as considered adequate by the Engineer in charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers employed on mixing cement or lime mortars, concrete shall be provided with protective footwear and protective goggles.
 - b) Those engaged in handling any materials, which is injurious to eyes shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eye shields.
 - d) Stone broker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes which are in use, the contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
 - f) The contractor shall not employ, men below the age of 18 and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken.
 - i) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
 - ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint, dry rubbed and scraped.
 - iii) Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to have washed during and on cessation of work.
 - g) When work is done near any place where there is risk of drawing equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Use of hoisting machines and shackle including their attachments, anchorage, and supports shall conform to the following.

- (a) i) These shall be of good mechanical construction, round materials and adequate strength and free from patent defects and shall be kept in good working order.
ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and of adequate strength and free from defects.
- (b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding.
- (c) In case of every hoisting machine and of every chain, ring, hook, shackle and pulley block used in hoisting or lowering or means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be clearly marked with safe working load.

In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

- (d) In case of departmental machines safe working load shall be notified by the Engineer in charge. As regards contractor's machines, contractor shall notify safe working load of each machine to the Engineer-in-charge whenever, he brings it to site of work and get it verified by the Engineer in charge.

Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with such means as will reduce the minimum risk to the accidental descent of load. Adequate precautions shall be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced, when workers are employed. On electrical installations which are already energized insulating wearing materials approved such as gloves, sleeves and coats as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys and other materials which are good conductor of electricity.

All scaffolds, ladder and other safety devices mentioned or described here in shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at near places of work.

- e) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with safety code shall be named therein by the contractor.

- i) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to inspection by the Engineer in charge or his representative and the inspecting officers.
- ii) Failure to comply with the provisions here under shall make the contractor liable to pay to the department as penalty an amount not exceeding Rs. 50/- for each default and decision of the Engineer in charge shall be final and binding.

Notwithstanding the above conditions the contractor is not exempted from the operation of any other Act or Rules in force.

32. EXCAVATION AND TRENCHING

All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 30 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground, sides of a trench which is 1.5 meter or more in depth shall be stepped back to give suitable slope, or security held by timber bracing, so as to avoid the danger of sides collapsing. Excavated materials shall not be placed within 1.3 meters of edge of trench or half of depth of trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or under cutting be done.

33.SCOPE OF RATES FOR DIFFERENT ITEMS OF WORKS:

For item rate contracts, the contract unit rates for different items of work shall be paid in full for completing the work to the requirements of specification including full compensation for all the operation detailed in the relevant sections of these specification under "**Rates**" in the absence of any direction to the contrary, the rates are to be considered as the full inclusive rate for finished work covering all labours, materials, wastage, temporary work, plant, equipment, overhead charges and profit as well as the general liabilities, obligation and risks arising out of the general conditions of contract.

- i) Deleted
- ii) Deleted
- iii) Samples of various materials proposed to be used on the work conducting tests thereon required as per the provisions of the contract.
- iv) Design of mixes as per the relevant clauses of the specifications giving proportions of ingredients, sources of aggregates and binder along with accompanying trial mixes as per the relevant clauses of these specifications to be submitted to the Engineer for his approval before use of the works.
- v) Detailed design calculations and drawing for all temporary works (such as form work, staging, centering specialized constructional handling launching equipment and the like);
- vi) Detailed drawings for templates support and end anchorage, details for pre-stressing, cable profiles, bar bending and cutting schedules for reinforcements, material lists fabrication for structural steel etc.

- vii) Mill test reports for all mild and high tensile steel and cast steel as per the relevant provision of the specification.
- viii) Testing of various finished items and materials including bitumen, cement concrete, bearing as required under these specifications and furnishing test reports/certificates.
- ix) Inspection reports in respect of formwork staging reinforcing and other items of work as per the relevant specifications.
- x) Any other data which may be required as per these specifications or the conditions of contract or any other annexure /schedules forming part of the contract.
- xi) Any other item of work which is not specifically provided in the bill of quantities but which is necessary for complying with provisions of the contract and
- xii) All temporary works, form work and false work. Portion of Building works beyond the limits and or any other work may be got constructed by the employer directly through other agencies. Accordingly, other agencies employed by the employer may be working in the vicinity of the work being executed by the contractor. The contractor shall liaise with such agencies and adjust his construction program for the completion of work accordingly and no claim or compensation due to any reason whatsoever will be entertained on this account. The employer will be indemnified by the contractor for any claims from other agencies on this account.
- xiii) All prevailing taxes levied by Government and as amended from time to time.

34. PAYMENTS:

The contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour, all leads and lifts involved and if further necessitated scaffolding, plant, Machinery, supervision, service works, power, etc. and to include all expenses to cover the cost of night and round the clock work as and when required and on claim for additional payment beyond the prices or rates quoted will be entertained and the tenderers will not entitled subsequently to make any claim in the ground of any representation or on any promise by any person (Whether member in the employment of any Public Works Department or not) or on the ground of any failure on this part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of the tender. The mode of measurements has been indicated in the specification.

a) RUNNING BILL :

Two payments in a month will be granted by the Engineer-in-charge if the progress is satisfactory. Contractor should submit bills to the Engineer-in-charge in appropriate forms. The payment for work done will be made as and when the funds are available

under this head and no claims whatsoever from the agency on account of delay in payment will be entertained by the department.

b) FINAL BILL:

The contractor should submit final bill within one month after completion of the work and the bill will be paid within 5 months if it is in order. Disputed item and claims if any shall be excluded from the final bill and settled separately later on.

35. CLAIMS:

Bills for extra work or for any claim shall be paid separately apart from the Interim bills for the main work. The payment of bills for the main works shall not be withheld for want of decision on the extras or claims not covered in the appendices.

Claims for extra work shall be registered within 30 days of occurrences of the event. However bills for these claims including supporting data/details may be submitted subsequently.

36. PRIORITIES OF WORKS TO BE EXECUTED:

Priorities for items to be executed shall be determined periodically keeping in view the final time limit allowed for the work and the entire time schedule fixed for intermediate stages of work.

37. WAGES ACT:

The contractor shall comply with the provisions of payment of Wages act 1936, Minimum Wages Act 1948, Employees liability Act 1937, Workmen's Compensation Act 1923. Industrial dispute Act 1947. Maternity Benefit Act 1961, Contractor Labour (R & A) Act 1970, Migrant Workman (regulation of Employment & Condition of service) Act 1979, or modifications thereof of any other law relating thereto and rules made there under from time to time by the Government.

38. DISPUTE AND ARBITRATION:

No Arbitration is allowed.

39. ELECTRIC POWER:

Arrangement for obtaining Electric Power connection will have to be made by the contractor at his own cost.

40. PRELIMINARY ARRANGEMENTS:

The contractor shall have to make at his own cost all preliminary arrangements for labour, water, electricity and materials etc. immediately after getting the work order. No claim for any extra payment or application for extension of time on the grounds of any difficulty in connection with the above matter will be entertained.

The contractor shall at his own expenses, engage watchmen for guarding the materials and machinery and the work during day and night against any pilferage or

damages and also for prohibiting trespassers or damage to them. The contractor shall have to make his own arrangements for water required for any purpose on the work.

The contractor after completion of work shall have to clean the site of all debris and remove all unused materials other than those supplied by the Department and all machinery, equipment, tools etc. belonging to him within one month from the date of completion of the work, or otherwise the same shall be removed by the Department at his cost and the contractor shall not be entitle for payment of any compensation for the same.

41. ACCIDENTS:

In the event of an accident involving serious injuries or damages to human life or death of any of his employees and or labourers or trespassers, the same shall be reported within 24 hours of the occurrence to the Executive Engineer and the Commissioner of workmen's Compensation.

42.PLANT:

All constructional machinery plant, provided by the contractor shall when brought on to the site be deemed to be exclusively intended for the construction of this work and the contractor shall not remove the same or any part thereof (save for the purpose of removing it from the part of the site to another or for repairs etc.) without the consent in writing of the Engineer-in- charge which shall not be unreasonably withheld.

43. PUBLIC UTILITIES:

Public Utility services like H. T Lines telephones lines, etc. which is visible at site should be taken notice of by the contractors while planning their works. It shall be the contractor's responsibility to inspect such services prior to the commencement of any work. While executing the works, the contractors should take care to see that these services are not disturbed or damaged during the execution.

The MAHA-METRO will not be held liable or responsible for any delay in completion of the job under this contract which may occur due to any damage occurred to such services in consequence of the contractor's operations of delayed completion of the execution for the same.

44. DRAWING:

A) Contract Drawings:

The contract drawings provided for tendering purpose with the tender documents shall be used as a reference only. Contractor should visualize the nature of type of work contemplated and to ensure that the rates and prices quoted by him in the bill of quantities take due consideration of the complexities of work involved during actual execution/construction as experienced contractors in the field.

The tendered rates/ prices for the work shall be deemed to include the cost of preparation, supply and delivery of all necessary drawings, prints, tracings and negatives which the contractor is required to provide in accordance with the contract.

B)Completion Drawings:

The contractor shall submit to the Engineer within 2 (two) months of actual completion "Completion Drawing" as specified below and operations and maintenance instructions for the whole of the work.

These drawings shall be accurate and correct in all respect and shall be shown to and approved by the Engineer earlier. For "Completion" drawings 2 (two) prints and one polyester film of quality approved by the Engineer or his representative shall be supplied.

45. HANDING OVER OF WORK:

All the work and materials before finally taken over by Maha-Metro, it will be the entire liability of the contractor for guard, maintain and make good any damages of any magnitude. Interim payments made for such work will not alter this position the handing over by the contractor and taking over by the Executive Engineer, or his authorized representative will be always in writing, copies of which will go to the Executive Engineer, or his authorized representative and the contractor. It is, however, understood that before taking over such work MAHA-METRO will not put it into regular use as distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract or as mutually agreed to.

46.RELATION WITH PUBLIC AUTHORITIES:

The contractor shall comply with all rules, regulations, by laws and directions given from time to time by any local or public authority in connection with this work and shall himself pay all charges which are livable on him without any extra cost to the Maha-Metro.

47.DOCUMENTATION:

If so ordered by the Engineer in charge, the contractor will prepare drawings of the work as constructed and will supply original and three copies to the Engineer who will verify and certify these drawings. Final as constructed drawings shall then be prepared by the contractor and supplied in triplicate to the Engineer for record and reference purposes at the contractor's cost.

48.CLAUSE IN THE CONDITION OF CONTRACT:

a. All materials and workmanship shall be of the respective type described in the contract and in accordance with the Engineer's instructions and shall be subjected from time to time such tests as the Engineer may direct at the place of manufacture of fabrication, or on the site. All samples shall be supplied by the Contractor.

b. No work is to be covered up or put out of view without the approval of the Engineer for his examination and measurements.

d. During the progress of the works, the Engineer shall have the power to order, the removal from the site any unsuitable material, substitution or proper and suitable material and the removal and proper re-erection notwithstanding any previous test or interim payment

therefore and of any work which in respect of materials or workmanship is not, in the opinion of the Engineer in accordance with the contract.

49.INSPECTION OF OPERATIONS:

The Engineer and any person authorized by him shall at all time have access to the works and to all workshops and places (including required documents) where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

50.QUALITY CONTROL ON WORKS AND MATERIALS.

The Contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate setup for ensuring the same. This shall include establishing field laboratory for testing required for Cement concrete works.

The field Laboratory shall be equipped with the equipment and apparatus required for the testing. This equipment shall be in working condition. The Engineer in charge of the work will verify these Equipments in the Laboratory at plant site. The work shall not be started unless and until the Laboratory is equipped with equipment.

51.WATER SUPPLY:

Availability of adequate water for works and sources thereof shall be confirmed by the contractor before submitting the tender.

The contractor shall make his own arrangements at his own cost for entering into contract with concerned authorities for obtaining the connection and carry the water up to the work site as required by him. The location of the pipe line with respect to the road shall be decided by Engineer in charge and shall be binding on the contractor.

The contractor is advised to provide water storage tanks of adequate capacity to take care of possible shut down of water supply system. The contractor shall have to supply water required by the Department for its establishment at work site.

52.COMPLETION CERTIFICATE:

The work shall not be considered to have been completed in accordance with the terms and conditions of the contract until the Engineer in charge shall have certified in writing to that effect. No approval of material or workmanship or approval of part of work during the progress of execution shall bind the Engineer in charge or in any way prevent him from even rejecting the work which is claimed to be complete and to suspend the issue of his certificate of completion until such alteration and modifications or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfaction.

After the work is completed the contractor shall give notice of such completion to the Engineer in charge and within 30 days of receipt of such a notice the Engineer in charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate indicating the date of completion.

However, if there are any defects which in the opinion of the Engineer in charge are rectifiable he shall inform the contractor the defects noticed in writing. The contractor after

rectification of such defects shall then inform the Engineer in charge and Engineer in charge on his part shall inspect the work and issue the necessary completion certificate within 30 days if the defects are rectified to his satisfaction, and if not, he shall inform the contractor indicating defects yet to be rectified. The time cycle as above, shall continue.

In case defects noticed by the Engineer in charge which in his opinion are not rectifiable but otherwise work is acceptable at reduced payment, work shall be treated as completed. In such cases completion certificate shall be issued by Engineer in charge within 30 days indicating the un-rectifiable defects for which reduction in payment is being made by him.

The issue of completion certificate shall not be linked up with the site clearance on completion of the work.

The contractor should regular public traffic be allowed on the bridge at any stage prior to its being taken over then the maintenance period shall be deemed to commence from the date of such traffic passing over the bridge and shall be up to 30 days after the date of issue of completion certificate, by Engineer in charge but not more than 12 months after opening to traffic.

53.ANCILLARY WORK:

The contractor shall submit to Engineer in charge in writing the details of all ancillary works including layout and specifications to be followed for its construction. Ancillary work shall not be taken up in hand unless approved by Engineer in charge. The Engineer in charge reserves the right to suggest modifications or make complete changes in the layout and specifications proposed by the contractor at any stage to ensure the safety on the worksite. The contractor shall carry out all such modifications to the ancillary works at his own expenses as ordered by Engineer in charge.

54.REJECTION OF MATERIALS NOT CONFORMING TO SPECIFICATION:

Any stock or batch of material (s) of which sample(s) does not conform to the prescribed test and quality, shall be rejected by the Engineer or his representative and such materials shall be removed from site by the contractor at his own cost. Such rejected materials shall not be made acceptable by any modifications. Materials not corresponding in character and Quality with approved samples will be rejected by the Engineer or his representative and shall be removed from site at the contractor's own cost.

55.SUPPLY OF COLOURED RECORD PHOTOGRAPHS AND ALBUMS:

The contractor shall arrange to take dated post card size colored photographs at the rate of 10 photographs at various stages / facts of the work including interesting and novel features of the work as desired by the Engineer in charge and supply them in five copies each in separate albums of appropriate size.

He shall also arrange for the video filming of important activities of the work during the currency of the contract and edit it to a video film of 60 to 180 minutes playing time.

It shall contain narration of the various activities in English/Marathi by a competent narrator. The cassette shall be of acceptable quality and the film shall be capable of producing color pictures. This shall be considered as incidental to the work and no additional payment whatsoever will be made for the same.

56.MAINTENANCE:

On completion of the work in all respect necessary certificates will be issued by the concerned Executive Engineer and the defect liability period will be counted from the date of issue of certificate.

During defect liability period contractor is supposed to detect the defect or damages in the completed work. These defects and damages should be rectified within period specified in the notice of defect. If contractor fails to detect or carry out the repairs to such defects Engineer in charge will inform in writing about these defects and rectification will be carried out at contractors risk and cost.

All damage during execution shall be made good by the contractor at his cost and during construction and guaranteed maintenance period. No separate payment will be made for restoring damages.

Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely no reasons that further work has been carried out. No extra payment shall be made for such rectification.

In case of damages type failure will be investigated by Engineer in charge and repairs to the defective portion will be suggested accordingly. If contractor fails to rectify such damages within 15 days from the instruction of Engineer in charge then heavy penalty will be imposed and damaged work will be rectified at contractor's risk and cost.

57.IN CASE OF CEMENT CONCRETE WORKS:

- a. Besides manufacture's test certificate for quality of cement at least one set of physical and chemical test should be conducted for each source of supply for verification. Where the quality is in doubt, or where the cement has been stored for long period or in improper condition, the Engineer shall call for testing the cement at more frequent intervals.
- b. Mix design based on trial carried out in the contractor laboratory should be got approved by the Engineer.
- c. The mineral aggregates should be tested for their properties. Water to be used for mixing should be tested for chemical impurities.
- d. Checking for stability and sturdiness of form work.
- e. Ensuring that the crucial equipment lime mixers and vibrators are in working order before start of work.
- f. Control on water cement ratio.
- g. Control on workability and time elapsed between mixing and placing of concrete.
- h. Control on compaction and finishing.
- i. Tests on cubes samples at 7 to 28 days.
- j. Check on provisions for adequate curing.

57.1 In case of masonry work, control should be exercised on the quality of the material (e.g. stone, brick, sand, cement etc.) as also on mortar proportion. For R.C.C. work quality of steel in each batch may be approved on the basis of test certificate. The reinforcement layout should be checked for conformity with approved drawings and bar bending schedules. All laps should be checked for conformity with the specifications. The reinforcement should be free from oil and loose rust scale should be properly tied with binding wire.

58.CONTRACTOR'S FACILITIES:

According to the contract, the contractor is responsible for the quality of the entire construction to meet this requirement:

a)The contractor shall set up his own laboratory at location(s) approved by the Engineer. The laboratory shall be equipped with modern and efficient equipment with sufficient standbys, suitable to carry out the tests prescribed for different materials and work according to the specifications. The lost of equipment to be procured and the facilities to be provided shall be got approved by the Engineer. The equipment shall be maintained in a workable condition to the satisfaction of the Engineer.

b)Sampling and testing, procedures shall be in accordance with the relevant standards of BIS (previously called ISI) or IRC. Frequency of testing shall be laid down in the Ministry's Specifications for Road and Bridges work (2nd Revision). In the absence of relevant Indian Standards, sampling and testing procedure shall be approved by the Engineer.

c) The Laboratory should be manned by a qualified materials Engineer assisted by Material Inspector / technicians, and the setup should be got approved by the Engineer.

d) The contractor should prepare printed proforma of recording readings and results of each type of test after getting the formats of the performance approved from the Engineer. He should keep a daily record of the entire test conducted by him. Two copies of the test results should be submitted to the Engineer for his examination and approval, of which one copy will be returned to the contractor for being kept at site of work.

e)The materials Engineer of the Contractor should keep close liaison with the Quality Control unit of the Engineer and keep the latter informed of the sampling and testing, programme so that the Engineer's representative could be present during this activity, if considered necessary.

59. DAY TO DAY QUALITY CONTROL OPERATIONS:

The day to day controls to be exercised by the Contractor and the Engineer enumerated in the below paragraphs:

60. Field Laboratory-

The contractor shall arrange to provide fully furnished and adequately equipped field laboratory with adequate qualified technical staff. Preferably to located adjacent to the site of Engineer- in – charge and provided amenities like water supply, electric supply etc.The laboratory equipment shall confirm IS specifications and MOST specifications.

It shall be considered as incidental to the work, and no extra payment will be made what so ever will not be made for the same.

List of machineries to be provided at site laboratory as per **Annexure – V.**

After completion of work laboratory equipments will be the property of the contractor.

After completion of work, the contractor shall clean all site by dismantling site office / laboratory and by removing all the debris from the site of work.

Quality Control tests and their frequencies

Sr No	Material	Test	Frequency of testing	Remarks.
01	Sand	1. Fitness Modules	At the beginning and if there is change in source.	
		2. Silt Contents		
02	Masonry Stone	1. Compressive Strength.	A set of 5 stone for each quarry and for doubtful quality.	
		2. Specific Gravity		
		3. Water absorption		
03	Metal.	1. Crushing value	At the beginning and if there is change in source or quality	P.W.D Hand Book IS – 56 Part-II
		2. Impact Value		
		3. Abrasion Value		
		4. Water absorption		
		5. Flakiness Index Elongation Index.		
		6. Sulpping Value.		
		7. Gradation		
			One test per 200 Cubic Metre or part thereof.	

04	Bricks	1.	Crushing strength	A set of 15 Bricks for each 50,000 consignments or part thereof.	I.S. 1077
		2.	Water absorption		
05	Manglore Tiles	1.	Breaking load	A set of 6 tiles for each 50,000 tiles or part thereof.	I.S. 654- 1972
		2.	Water absorption		
06	Flooring Tiles	1.	Flexural Strength	A set of 12 tiles for each 2000 tiles or part thereof.	I.S. 1237 – 1989
		2.	Water absorption		
07	Glazed Tiles, Ceramic and Vitrified tiles.		Water absorption Impact test.	A set of 16 tiles for each 20,000 tiles or part thereof.	I.S. – 777
08	Cement concrete	1	Compressive Strength.	Upto 5 Cum – 1 Set	IS – 456 – 2000.
				6 – 15 Cum – 2 Sets	
				16 -30 Cum – 3 Sets	
				31 –50 Cum – 4 Sets	
				51 and above – 4 sets + 1 additional set for each additional 50 cum. Or part thereof.	
09	Cement	1.	Compressive Strength.	One test for each consignment of 50 M.T. (1000 bags) or part thereof.	I.S. – 269 12269
		2.	Initial setting time		
		3.	Final setting time		
		4.	Specific gravity		
		5.	Soundness		
		6.	Fineness.		
10	Steel	1.	Weight per metre	One test for every 5.0 Metric Tonne or part thereof for each diameter.	I.S. – 432
		2.	Ultimate Tensile stress.		
		3.	Yield stress		
		4.	Elongation.		
11	Granular	1	Gradation.	One test per 200 Cum.	MOST

	material.	2.	Aterberg limits	One test per 200 Cum.	Specification Table 900-3.
		3.	Moisture content prior to compaction.	One test per 250 Cum.	
		4.	Density of compacted layer		
		5.	C.B.R.		
12	Lime / Cement stabilized soil sub base.	1.	Quality of lime / cement.	1 test for each consignment Min 1 test per 5 Metric Tonne periodically as considered necessary. Regularly through procedural checks, As required.	MOST Specification Table 900-3.
		2.	Degree of pulverization.		
		3.	Lime / Cement content.		
		4.	CDR or uncutined, composite test on a set of 3 specimens.		
		5.	Moisture content prior to compaction	One test per 250 Sqm.	
		6.	Density of compacted layer.	One test per 500 Sqm.	

Quality Control Tests

Sr.	Material	Test.	
01	Masonry Stone	1.	Compressive Strength
		2.	Crushing Value
02	Metal.	1.	Crushing Value
		2.	Impact Value.
		3.	Abrasion Value.
		4.	Water Absorption.
03	Bricks	1.	Crushing strength.
		2.	Water Absorption.
04	Manglore Tiles.	1.	Breaking load
		2.	Water Absorption.
05	Flooring Tiles.	1.	Flexural strength.
		2.	Water Absorption.
06	Glazed Tiles./ Ceramic tiles, Vitrified tiles.	1.	Water Absorption, Impact test.
07	Cement.	1.	Compressive Strength.
		2.	Initial Setting time.
		3.	Final Setting time.
		4.	Specific gravity
		5.	Soundness
		6.	Fineness
		7.	Standard Consistency
08	Steel.	1.	Weight per metre
		2.	Ultimate Tensile stress
		3.	Yield stress
		4.	Elongation

09	Granular materials.	1.	Density of compacted layer
		2.	C.B.R.
10	Lime / Cement. Stablised soil sub base.	1.	Quality of lime / cement.
		2.	Degree of pulverization.
		3.	Lime / cement content
		4.	CDR or uncutined, composite test on a set of 3 specimens.
		5.	Density of compacted layer
11	Wood work (shutters)	1.	End immersion test
		2.	Euite test
		3.	Glue adhesion test
12	Cement concrete	1.	Mix Design, compressive strength
13	Reinforcement steel bars.	1.	Tensile strength
		2.	% Elongation.

LIST OF APPROVED MAKES

Note:

1. The Engineer-in-charge is at liberty select any of the brands indicated below. The contractor obtains prior approval from Engineer-in-charge. In charge before placing order for any specific material may approved order any the 'Makes' or 'Brands' listed below.
2. All materials should confirm to relevant standard and codes of BIS and shall have ISI mark.
3. In case of items for which approved make / vendor is not given below .the Contractor shall with the prior approval of the Engineer-in-charge. In charge procure the same of the first quality and satisfy the Engineer-in-charge before use in the works.
4. In case of Contradiction between the approved makes/vendor specified below and mentioned in the Specifications /Bill of quantities. The decision of the Engineer-In-Charge shall be final and binding on the Contractor.

Sr No	Material	Approved Manufactures
1.	REINFORCED STEEL	TISCO,SAIL,IICO,SHARDA,ISPAT INDIA LTD
2.	CEMENT	ACC,ULTRATECH, MANIKGARH
3.	CERAMIC TILES (1 st QUALITY)	SPARTEK, REGENCY, KAJARIYA, BELL, NITCO
4.	RETRIFIED TILES	RAK, NITCO
5.	SLICA GRANULAR PLASTER	HERITAGE (M/s BACKELITE HYLAM LTD.)
6.	SYNTHETIC PLASTER /PIANT	RENOVO (M/s Damany Dye Chem. Pvt.Ltd.)
7.	WATER PROOFING COMPOUND	FOSCROCK, IMPERMO
8.	PLASTICIZERS ETC. PIDLITE	MC BAUCHEMEL, FOSCORCK CHEMISOL
9	MEDIUM DENSITY FIBER Boards	NUWUD
10	ALUMINIUM SECTIONS	INDAL, HINDALCO, JINDAL
11.	POLYSTER SUN CONTROL FILM	GARWARE
12.	GLASS	TRIVENI,SHREE VALLABH INDOSHHANI, MODIFOLAT GLASS
13.	MIRROR	ATUL,GOLD FISH, MODIGUARD
14.	HYDRAULIC DOOR CLOSER	EVERITE, DOORKING, EVEREST
15.	GYPSUM BOARD	SYPSUM INDIA
16.	LAMINATES SHETS	FORMICA, RAMMICA, NEOLUX, DECOLAM
17	BITUMEN IMPREGNATED BOARD	SHALTEX (M/S SHALIMAR)
18	MORTISE LOCK & LATCH	GODREJ, HARISON, KESHVRAM, RAMYUS, DHIMANI
19	ROLLING SHUTTER	KESHAVRAM RAMYUS, DHIMANI,

20	PAINT	ASIAN, BERGER, J&N.
21	ACRYLIC PLASTIC EMULSION (1* Quality)	ASIAN, BERGER, J&N.
22.	CEMENT PAINT	SNOWCEM, TERRACO
23.	SYNTHETIC ENAMEL PAINT	ASIAN, BERGER, ICL, J & N
24.	ROAD PAINTS	NEROLAC, BERGE, ICL
25.	ADHESIVE	BAL ENDURA PIDILITE VEMICOL
26.	HARDWARE FITTING	EVERLITE, ECIE
27.	SANITARY WARE	HINDUSTAN, NYCER, PERRY, CERA
28.	E.W.C. SEAT COVERS	COMMANDER CAMPIAN, GEM DIPLOMAT
29.	C.P. FITTING	GEM, PARDO, JAQUAR, DRIPLESS
30	SOIL & WASTE PIPE	RIF BIC, NECO CENTRI (CONFORMING TO IS-3839)
31.	G.I. PIPES	ZENITH, TATA, IST, GST.
32.	GUN METAL VALVES	LEADER ENGG KIRLOSKAR GG.
33.	FLUSH VALUE	JAQUAR, KINSTON, SHREE VALLAB
34.	CISTERN	NOMOS, HINDUSTAN
35.	C.I. s/s L.A. PIPES & FITTING	IISCO, KESORAM,ELECTRO,STEEL
36.	C.I. SLUISE VALVE	KIRLOSKAR, INDIAN VALVE, LEADER,BURN
37.	C.I. MANHOLE	B.C. IRON RIF (AGRA)
38.	G.I. FITTING 1 ST QUALITY	ZENITH, TATA, R.M. ENGG. WORKS
39	P.V.C. FITTINGS	FINOLEX, JAN
40	CONCRETE ADMIXTURES	FOSCROC, PIDLITE
41	ANTISTATIC FLOORCOATING	INARCO, PVC WONDER FLOOR, ARMSTRON.

In addition to the condition of contract described before, following General Condition shall also become part of this bid document and will later become part of the contract.

List of Approved Material

Armoured Cable (L.T.& H.T)	Polycab, Gloster, CCI, Havells, KEI, RPG Ravin, (above all makes with ISI mark only).
HT termination Kit	3M, Rchem, RETL Compact, HMT.
GI Pipe	Zenith, Surya, Prakash
D.W.C Pipe	Telerex, Electrex, REX
T.P.N.	Kalki, CPL, KEW, Stanley
Wire	Finolex, Polycab, Anchor,L&T, R.R. Cable, Havells, Standard
MCCB	H.P.L., Havells, L & T , Legrand, Siemens, Standard,.
R.S.J. Pole	Tata, Jindal with ISI mark.
G.O.D.	Kiran, Ruma Isolators, Adco ,
D. O.	Rumalsolators, Adco Crompton, Elpro,
Lighting Arrester	Lamco , Elpro
Load Break Swicth	ABB, crompton ABB, L&T , PCE, Magawin , crompton
Ring Main Unit	ABB , L& T , PCE, Magawin, Crompton Crompton, patson, pactil, kirloskar, High Rise.
12) VCB (11 KV Breaker)	Crompton, patson, pactil, kirloskar, High Rise.
13) Copper Transformer 100,200,315 KVA	PVN, Bharat Transformer, Silver line electrical, Highrise, Ram Krishna,

Note :-

- 1) All the above material to be used on the work shall posses the valid I.S. License or valid approval from the **Managing Director, MAHA-METRO, and Nagpur.**
- 2) Makes other than specified in note (1) mention above will have to be got approved in written from the **Engineer –in- Charge, MAHA-METRO Nagpur** before its use on the work.
- 3) The Material brought at the site shall be ISI make And mark duly approved in written by **Engineer –in- Charge of MAHA-METRO.**
- 4) Samples of material during the execution of work will be collected and sent to testing if the testing results of material found unsatisfactory in that case the agency will have to replace the material free of.

Newly enlisted & approved Vendors of their product

S. No.	Name of Vendor / Agency	Product/Service
1	M/s Finolex Cables limited	<u>Approved Products</u> <ul style="list-style-type: none"> • LT & HT Cross Linked Polyethylene (XLPE) insulated power cable
2	M/s. HBL POWER SYSTEMS LTD.	<u>Approved Products</u> <ul style="list-style-type: none"> • Lead Acid Battery • Nickel Cadmium Battery & • Battery Charger
3	M/s ADO Additives MFG Pvt Ltd.	<u>Approved Products</u> <ul style="list-style-type: none"> • Admixtures • Construction Chemicals
4	M/s Surya Roshni Ltd (Lighting Division)	<u>Approved Products</u> <ul style="list-style-type: none"> • LED Indoor Lighting • LED outdoor Lighting, • High Masts Lighting, • Octagonal Poles.
5	M/s SHAKTI PUMPS INDIA) PVT LTD.	<u>Approved Products</u> <ul style="list-style-type: none"> • Submersible pumps & motors in 50 Hz, Vertical Multistage centrifugal pumps (SCR, SCRn, SCRI). Horizontal multistage centrifugal pumps (50 Hz & 60 Hz). Bore well submersible pumps. open well pumps, mono blocks pumps (SJP, CRP Series), Pressure Booster pumps (SH Pumps) End Suction pumps
6	Simpolo Vitrified Pvt Ltd	<u>Approved Products</u> <ul style="list-style-type: none"> • "ROCK DECK" Floor Tiles • "ROCK DECK" Facades Tiles
7	Larsen & Toubro Limited	<u>Approved Products</u> Switch gears: MCB's & RCCB's, Earth leakage Circuit breaker, Timer in Distribution Boards & Distribution Boards. <u>Circuit Breakers:</u> Moulded case Circuit breakers, Motor protection Circuit breakers, Switch Fuse Units & Isolators, Changeover Switch/Isolators, Air Circuit breaker, Automatic Transfer Switch (ATS), Power/Auxiliary, Capacitor Control, Contactors, Overload relays, MPP Heavy duty capacitor. <u>Accessories:</u> Protection relays numeric, APFC relay 3 phase, Single Phase preventer, over load relays, Push buttons, Indicating Lamps LED, Selector Switches, Instruments-Analog, Digital Meters, and Programmable Logic Controller (PLC). <u>LT 415 Volt Switch Boards:</u> Main LT Switch Boards, PLC Panels, Capacitor Panels Floor & LT panels. <u>Wiring Accessories</u> Modular grid plate wiring accessories with boxes, flexible wires, Metal clad sockets outlets with boxes.

S. No.	Name of Vendor / Agency	Product/Service
8	Hindcon Chemicals Limited	Approved Products Admixture for Concrete Epoxy Non Shrink Grout Bonding Coat Polysulphide sealant
9	SUPREME BITUCHEM INDIA PVT. LTD.	Approved Products ShellCon H400 PCE High grade Concrete Admixture
10	Bajaj Electricals Ltd	Approved Products Fans. Luminaries LED Lamps
11	M/s Topworth Urja & Metals Limited	Approved Products TMT Bars for Non Dynamic Structural”
12	Crompton Greaves Consumer Electrical Pvt.Ltd	Approved Products Luminaries LED Lighting
13	LAPP India Pvt.Ltd	Approved Products Wires Control Cables Power Cables Fire Survival Cables

SCHEDULE "A"

Schedule showing (Approximately) the materials to be supplied from the MAHA-METRO stores for the work contracted and preliminary and ancillary works and the rates at which they are charged for Construction of Est. No. **Tender No.N1-Misc-(C)10/2017**.

Sr. No.	Name of Materials	Approximate quantity to be supplied	Unit	Rate at which the will be charged to		Place of Delivery
				Rate in Figures	In words	
1	2	3	4	5	6	7
	Nil	Nil	Nil	Nil	Nil	

Notes:

1. The persons or the firm submitting the tender should see that the rates in the above schedule are filled up by the Executive Engineer-in-charge on the issue of form prior to the submitting of tender
2. The rates mentioned in the. Schedule A are inclusive of all taxes and storage charges
3. Cement can be reckoned for the purpose of issue or 20 bags per tones irrespective actual weight. Loss arising out of shortage of weight in each begs shall govern by the provisions and conditions 20.1 (i) of special conditions of contract the rates quoted should correspond to this method of reckoning.
4. No claims for extra payment on account of delay in supply of these materials will be entertained.
5. The quantities mentioned in the above schedule are approximate and may vary as per the actual requirement as ascertained by the Engineer-in-charge.
6. The charges for loading un-loading conveyance etc. for the materials shown above form the place of delivery to the work site shall be borned by the contractor and deemed to be included whole quoting for the tender. All the materials shall be made available for delivery on working days during the office.
7. All the materials mentioned in the schedule ' A ' required for the work should, be taken from the department only. The materials from outer sources in lieu of materials mentioned in the 'A' shall not be allowed except under written permission from the Executive Engineer. The samples of such materials shall be tested at the Contractor's cost materials not confirming to the required sandaled shall be removed by the contractor at once from the side of work at his own cost.
8. The contractor will have to construct a shed with double locking arrangement at his own cost.
9. If the controlled materials viz. cement, steel, Electrical materials lie unused with the contractor after completion of the work and if they are not returned, the contractor shall pay for such materials at double rate at which the materials were issued to him. Recovery of S. T. and G. T. on cost of surplus materials which are not returned by the contractor will be levied.
10. Proper account of day to day consumption of materials as per schedule 'A' be maintained by the contractor or his authorized representative on site and it shall be checked by the department officer every day in the token of its correctness.

MAHARASHTRA METRO RAIL CORPORATION LIMITED

(A Joint Venture of Govt. of India & Govt. of Maharashtra)

"Metro House", 28/2, CK Naidu Marg, Anand Nagar,

Civil Lines, Nagpur – 440 001, Telefax : 0712-2554217

Website : www.metrotrainnagpur.com**Name of Work: Shifting and relaying of existing sewer lines infringing with****Metro Corridor within NMC Limit****Tender No. N1(U/S)/(C)-23/2017, Dated:28.11.2017****MAHARASHTRA METRO RAIL CORPORATION LIMITED****SCHEDULE-B**

SR.NO	ITEM NO	DESCRIPTION OF ITEMS	UNIT	QTY	RATE	AMOUNT
1	7RD2 Page No. 169, Item No. 7	Excavation for roadway in earth soil of all sorts sand, gravel or soft murum including dressing sectioning to the required grade, camber and side slopes and conveying the excavated materials with all lifts and upto a lead of 50 m and spreading for embankment or stacking etc. complete.Spec.No.: Rd.2/Page No.180	CUM	4513	120.01	541605.13
2	PAGE NO. 167, Item No. 3	Providing, Laying, Spreading and compacting sand & murum in 30:70 proportion including mixing & spreading in uniform layers on a prepared Surface & compacting with Static roller having weight 8 to 10 MT including necessary artificial watering, all materials, labour, machinery, guarding, barricading complete with all leads & lifts of all materials etc. complete.Spec. No. : Rd 24,25,28,38A P. No. 203,205,210	CUM	3208	762.96	2447575.68
3	2BDL2 PAGE NO 35 ITEM NO. 2	Providing internal cement plaster 12 mm thick in a single coat to concrete or brick surface in all positions including scaffolding and curing, providing groove at joint of B.B. Masonry and concrete members complete A)cement mortar 1:5	SQM	714	159.12	113611.68
4	34 BDW 8-1E	Removing rich mix cement concrete including stacking the spoils as directed with all leads, lifts etc. complete. Spec.No.: As directed by Engineer- in-charge.	CUM	68	933.30	63464.40
5	10BDA14, Page No. 3, Item No. 10	Providing soling using 80 mm size granite / quartzite / gneiss / trap metal in 15 cm. layer including hand packing filling voids with sand / grit, ramming, watering etc complete. Spec. No. : As directed by Engineer-in-charge.	CUM	261	865.98	226020.78

6	2BDE1C, Page No. 7 Item No. 2	Providing and laying in situ, cement concrete in 1:4:8 of trap/ granite/quartzite/gneiss metal for foundation and bedding including bailing out water, plywood/steel formwork, compacting, finishing uneven and honeycombed surface curing etc. complete. The Cement Mortar 1:3 plaster is considered for rendering uneven and honeycombed surface only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed.) Spec. No. : Bd.E. 1/Page No. 287/I.S. 456 (2000)	CUM	114	3871.46	441346.44
7	2 BDF3, PAGE NO.10, Item No. 2	Providing and laying in situ cement concrete M-20 of required grade of trap / granite/ quartzite / gneiss metal for R.C.C. work in foundations like raft, grillages, strip foundations and footings of R.C.C. columns and steel stanchions including bailing out water, plywood/steel formwork, compaction, curing and roughening the surface if special finish is to be provided, finishing uneven and honeycombed surface with C.M. 1:3 of sufficient minimum thickness to give smooth and even surface etc. complete. (Excluding reinforcement and structural steel, including cover block). Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed)	CUM	133	5966.54	793549.82
8	3CD3A Page No. 164 Item No. 3	Providing and laying in situ cement concrete of M15 / 1:2:4 with trap / granite / quartzite / gneiss metal in face wall/Sidewall of builtup drains including plywood/ steel formwork and steel centering, compaction by vibrator, finishing uneven and honeycombed surface with C.M.1:3 of sufficient minimum thickness to give smooth and even surface, filling joints with bitumen, curing etc. complete. (Excluding cost of reinforcement.) The C.M. 1:3 plaster is considered for rendering uneven and honeycombed surface only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering/formwork will not be allowed). Spec.No.: CD.3/Page No.160 /I.S.456 (2000)	CUM	183	5616.17	1027759.11

9	11BDF8A Page No. 14, Item No. 11	Providing and casting in situ cement concrete M-20 of required grade of trap / granite /quartzite /gneiss metal for R.C.C slabs and landings as per detailed design and drawings including steel centering, plywood /steel formwork, steel props, compaction, finishing uneven and honeycombed surface with C.M. 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening the surface if special finish is to be provided and curing etc. complete. (Excluding reinforcement, including cover block). Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed)	CUM	133	8132.00	1081556.00
10	BDF17. Page No. 18, Item No. 17	Providing and fixing in position reinforcement of various diameters for R.C.C. pile caps, footings, foundations, slabs, beams and columns, canopies, staircases, newels, chajjas, lintels, pardies, coping, fins, arches etc. as per detailed design and drawings and schedules including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required completed.				
		b) TMT / HYSD steel bars	MT	23	55453.32	1275426.36
11	PAGE NO. 177, Item No. 29	Granular Sub-Base with Close Graded Material by Plant Mix Method Providing & laying granular sub-base as per table no. 400.1 mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading with motor grader of adequate capacity having hydraulically controled Blader in uniform layers on prepared subgrade and compacting with Vibratory power roller to achieve the 98% of maximum dry density so as to have CBR not less than 30 etc. complete.	CUM	907	1247.00	1131029.91
12	PAGE NO 179 Item No. 31	Providing, laying, spreading and compacting graded course aggregate conforming with table 400-13 to wet mix macadam (WMM) specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver finisher in sub- base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density as directed etc complete.(Excluding transportation of materials.)Cum.1199.00, 24.00Spec.No. M.O.R.T. & H.2013. Cl. 406. P.No.131	CUM	907	1546.88	1403020.16

13	Page No. 189, Item No. 18	Providing and laying Hot Mix Hot Laid Bituminous Macadam of thickness 50 to 75 mm with 3.4 % bitumen of VG 30 Grade by weight of total mix for levelling course to remove irregularities, including all material and crushed aggregates of grading II, premixed with bituminous binder, including diversion of traffic, heating bitumen and chips in suitable drum mix plant, laying bituminous macadam over a previously prepared surface to the required grade, level & alignment, including compacting with Vibratory roller transportation and cost of all materials ,cleaning etc. complete. (Excluding cost of tack coat) Spcef.No.-M.O.R.T. & H.- 2013. No.504 / P.No.170				
		Drum mix plant with hydrostatic sencer paver with SCADA	Cum	332	4839.90	1606846.80
14	Page No. 190 Item No. 20D	Providing and laying dense bituminous macadam of thickness 75 to 100 mm on prepared surface with specified graded crushed aggregates for base / binding course, premixed with bitumen of VG 30 Grade and 2 % filler as cement of total weight of aggregate as per Job Mix Formula including mixing in suitable Drum mix Plant transporting the hot mix to work site to the required grade , level and alignment, compacting with vibratory roller of 8 to 10 MT to achieve the desired compaction as per MORT&H specification complete in all respect, excluding cost of tack coat. (The rate is for bitumen content @ 4.00 % by weight of total mix).	Cum	466	5599.80	2609506.80
		D) Drum Mix Plant, Hydrostatic paver with sensor control with SCADA i) For grading I material (nominal aggregate size - 37.50 mm) for 75 to 100 mm layer thickness. Bitumen concrete 4 % by weight of total mix.				
15	Page No. 192 Item No. 22 D	Providing and laying Bituminous Concrete of thickness 30 to 40 mm on prepared surface with specified graded crushed stone aggregates premixed with Bitumen of VG 30 Grade and 2% filler as cement by total weight of aggregate as per Job Mix, including diversion of traffic, heating bitumen and chips, mixing bitumen, chips and filler in drum mix plant, transporting the mix to the work site to the required grade, level and alignment, compacting with vibratory roller to achieve the desired compaction as per MORT&H specification complete in all respect excluding cost of tack coat. (The rate is for Bitumen content @ 5.4 % by weight of total mix)				
		d) Drum mix plant with hydrostatic sencer paver with SCADA	Cum	321	6726.90	2159334.90

16	RDH0001 Page No. 149 Item No. 621 (NIT)	PROVIDING AND FXING RCC KERB STONE OF VARIOUS SIZES AS PER DETAILS DRAWING INCLUDING FIXING,JOINTING,SUPPLY ETC WITH TWO COATS OF OIL PAINT WITH BASE COAT OF PRIMER AND AS DIRECTED BY ENGG. INCHARGE.				
		(300X450X150)MM PROVIDING AND FXING RCC	Each	2540	151.98	386029.20
		(300X300X150)MM PROVIDING AND FXING RCC		3275	100.98	330709.50
17	RHO0006, Page No 149, Item No. 623 (NIT)	PROVIDING AND FIXING OF R.C.C.COVER OF SIZE 0.74x0.53x0.075 IN CONCRETE GRADE OF M-20 TABLE VIBRATED AND WELDED REINGORCEMENT (M.S.STEEL OF 10MM DIA.) AS PER DRAWING AND DESIGN INCLUDING CARTING AND LABOUR AS DIRECTED.	Each	24	530.40	12729.60
18	5CD7A, Page No. 165 Item No. 5-C-1	Providing and laying cement concrete pipe of I.S.458/2003 N.P. class of required diameter in proper line, level and slope including providing, fixing collars or spigot and socket joint by rubber ring and in C.M.1:2 etc. complete. Spec. No. MORT & H 2001 Clause - 2901 Page No.663				
		1000 MM DIA	RMT	88	8800.56	774449.28
19	DSR 2016 Item No. 2.6	Earthwork in excavation by mechanical means (Hydraulic Excavator)/Manual means over areas (exceeding 30cm in depth, 1.5m in width as well as 10sqm on plan) including getting out and disposal of excavated earth lead upto 50m and lift upto 1.5m, as directed by Engineer-in-charge.				
	2.6.1	All kinds of soil	Cum	1696.5	125.95	213674.175
20	DSR 2016 item no 4.20	Providing and laying in position ready mixed plain cement concrete, with cement content as per approved design mix and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for plain cement concrete work, including pumping of R.M.C. from transit mixer to site of laying and curing, excluding the cost of centering, shuttering and finishing, including cost of curing, admixtures in recommended proportions as per IS : 9103 to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer-in-charge."				
		Note: Excess/less cement used than specified in this item is payable/ recoverable separately.				
	4.20.1	All works upto plinth level :				

	4.20.1.1	M-15 grade plain cement concrete (cement content considered @ 240 kg/cum)	cum	188.5	6190.7	1166946.95
21	DSR 2016 item no 5.33	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge." (Note:- Cement content considered in this item is @ 330 kg/cum." Excess/ less cement used as per design mix is payable/recoverable separately).				
	5.33.1	All works upto plinth level :	cum	638	6446.45	4112835.1
22	5.9	Centering and shuttering including strutting, propping etc. and removal of form for all heights :				
(a)	5.9.1	Foundations, footings, bases of columns, etc. for mass concrete				
(a)	5.9.2	Walls (any thickness) including attached pilasters, butteresses, plinth and string courses etc.	Sqm	4060	378.6	1537116
23	5.22	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.				
	5.22.6	Thermo-Mechanically Treated bars of grade Fe-500D or more.	kg	19140	56.6	1083324

24	LAR of NMRCL	<p>Supplying, providing, laying and fixing 8mm thick concrete canvas sheet for protection of slopes in approach road cutting of RUB's and side drains, catch water drains to prevent erosion of embankments slopes with all contractors materials other bonding material, anchoring the sheet on top of slope properly, including labour, transportation of material, all lead and lift, fixing, wastage, watering, curing with all necessary tools, plants & machinery, etc. complete as per specifications and as directed by Engineer In charge.</p> <p>Note: (1) 8mm thick concrete canvas physical properties should be (i) Mass (unset) – 12kg / Sqm (ii) Density (unset) – 1500 kg/cum, (iii) Density (set) + 30-35% kg/cum. (2) The adopted rates are deemed to include all taxes, direct or indirect leviable under Central, State or Local bodies Acts or Rules, Octrois, Tolls, Royalties, Seigniorage charges, Cess, and similar imposts, that may be prevailing from time to time in respect of all materials supplied in the performance of this contract.</p>	sqm	1600	5333.58	8533728
		<p>(4) This item may or may not be operated as per the discretion of NMRCL and contractor shall obtain prior approval for the location of work where this item needs to be operated in writing from Engineer-in-charge. (3) The contractor may furnish relevant test certificate for the material so obtained to the satisfaction of Engineer-In-Charge. (4) Cement will be supplied by the contractor at his own cost at site. (5) Contractor shall have to keep qualified technical supervisors during execution and quality control.</p> <p>Note: For measurement purpose only the exposed surface area shall be measured.</p>				
		Total Amount Rs.				35073195.78
		Say Rs.				3,50,73,196/-

Note.

- 1 I/We have seen PWD Specification.
- 2 I/We had gone through the detail specifications included in the tender & fully conversant with the specifications laid down for concerned items along with IS Code,IE Rules 1956 and NEC.
- 3 I / We agree to carry out the work as per detail specifications.
- 4 I / We hereby tender for execution of work specified in **Schedule-B below/at par/above** of the estimated Rates in Schedule of rates on the work to be carried.

Contractor's Signature.

STATEMENT-I [To be included in Technical Section]

DETAILS OF WORKS IN HAND AND WORKS TENDERED FOR

NAME OF TENDERER:-

Sr. No	Name of Work	Financial Year	Agreement No.	Tender Amount	Date of Commencement	Stipulated date of completion	Value of work already work done	Value of total Balance work	Probable date of Completion	Amount of balance part of work to be done during completion of this work at price level of Year -----	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Note: - Details are to be furnished in this format and submitted in technical section. The bid will be treated as non – responsive if the format is not filled up and submitted.

Signature of contractor

STATEMENT-II [To be included in Technical Section]

WORKS OF SIMILAR TYPE & MAGNITUDE CARRIED OUT BY THE TENDERER IN LAST 3 YEARS.

Sr. No	Name of Work	Name and address of the organization for whom the work was done	Place and Country	Agrt. No. and Date.	Financial Year	Date of Commen -cement	Tend ered Cost	Total cost of work done at price level of that years.	Date of Completion	Principle features in brief	Cost of work done at price level of Year -----
1	2	3	4	5	6	7	8	9	10	11	12

Note: -Details are to be furnished in this format and submitted in technical section. The bid will be treated as non – responsive if the format is not filled up and submitted.

Signature of contractor

STATEMENT-II (A)[To be included in Technical Section]

Average Annual Turnover Certificate

Name of Tenderer:

Sr.No.	Amount of Work done during each of last Three years	Total Amount Per Year	Remark
1	2014-2015		
2	2015-2016		
3	2016-2017		
	Total Amount :		
	Average Annual Turnover:		

Note: - Details are to be furnished in this format and submitted in technical section. The bid will be treated as non – responsive if the format is not filled up and submitted.

Sign of Chartered Accountant/Auditor

Signature of contractor

STATEMENT-III
DETAILS OF PLANT AND MACHINERY IMMEDIATELY AVAILABLE WITH
TENDERER FOR THE USE ON THE WORK

Sr. No.	Name of Equipment	No of Units	Kind & make	Capacity, age and condition	Present Location	Remarks
1	2	3	4	5	6	7

Note: Details are to be furnished in this format and submitted in technical section.

Signature of contractor

STATEMENT-IV
INFORMATION OF TECHNICAL PERSONS AVAILABLE WITH THE CONTRACTOR
WITH ORGANISATION CHART

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

Note: Details are to be furnished in this format and submitted in technical section.

Note: Requirement at site (to be filled as per work requirement)

Signature of contractor

VII-Power of Attorney for signing of Bid

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ***** Project proposed by the ***** (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid meetings and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2014.

Signature of the Authorized Representative:

Initial of the Authorized Representative:

Signed before me and the signature is attested

For

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the powers of Attorney provided by bidder/members of the Consortium from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostils certificate.

Tender Index

The Bidder shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in Bid Documents to all the individual sections within Technical Package and Financial Package which the Bidder intends to be the responses to each and every one of those requirements.

The Bid submitted must be clearly presented, all pages numbered and aid out in a logical sequence with main and subheadings to facilitate evaluation.

Maharahstra Metro Rail Corporation Limited

(A Joint Venture of Govt. of India & Govt. of Maharashtra)

(Nagpur Metro Rail Project)

Name of Work:- “Construction of four lane road from TCI warehouse to Khapri Station, providing RCC drain, canvas concreting along at grade section within metro corridor near MIHAN ROB.

Tender No: - N1-(U/S)/(C)-23/2017, Dated: 20.12.2017

DRAWINGS

Drawings are separately uploaded to the online portal

Contractor

General Manager (Proc)
MAHA-METRO