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VASAI VIRAR CITY MUNICIPAL CORPORATION

Name of Work : Construction of R.C.C. gutter bothside of road & Raising height & Providing and laying W.B.M. and Asphalt to road from Nana Nani Park to Aakanksha complex phase 2 at Nallasopara E , ward no.15 , Prabhag Samiti E , in VVCMC area

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FORM B-1

FORM B – 1**VASAI VIRAR CITY MUNICIPAL CORPORATION**

Percentage Rate Tender and Contract for work

DEPARTMENT:

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF
CONTRACTORS

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

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 the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether refund or quarry fees, royalties and ground rents will be granted. Copies of any other documents required in the connection with the work shall be signed by the commissioner for the purpose of identification and shall also be open for inspection by contractors at the office of the commissioner during office hours.

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

2. In the event of the tender, being submitted by a firm, it must be signed by the partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.
- 2(A) i) The contractor shall pay along with this tender the sum of **Rs.1,64,000/- (Rupees One Lakh sixty four thousand only)** as and by way earnest money,
- (ii) In the event of his tender being accepted, to the provision of sub-clause,
- (iii) below, the said amount of earnest money shall be approved towards the amount of security deposit payable by him under conditions of General Conditions of Contract if the contractor request so in writing.

(iv) if, after submitting the tender, the contractor withdraws his offer or modifies the same, or if after the acceptance of his tender, the contractor fails or neglects to furnish the balance amount of Security Deposit, without prejudice to any other rights and powers of the V.V.C.M.C. hereunder, or in law V.V.C.M.C. shall be entitled to forfeit the full amount of the earnest money deposited by him.

(v) In the event of his Tender not being accepted the amount of earned money deposited by the Contractor shall, unless it is prior thereto forfeited under the provisions of sub clause (iii) above, be refunded by him on his passing a receipt therefore.

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 receipt shall be signed in the name of the firm by one of the partners, or by some other person have authority to give effectual receipts to the firm.
4. Any person who submits a tender shall fill up the usual printed form stating to what percentage above or below the rates specified in Schedule – B (Memorandum showing item of work to be carried out) he is willing to undertake the work. Only one rates or such percentage on all estimated rates / scheduled rated shall be named. Tenders which propose any alterations 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 separate percentage over estimated rates / schedule rates for different sub work or item, or which contain any other conditions of any sort which are not filled with the percentage as the space provided for the purpose and not signed at proper place in the printed B – 1 Tender Form will be liable to rejection. No printed form of tender shall include tender for more than one work. But, if the contractors who wish to tender for two or more works, they shall submit a tender for each work separately. Tenders shall have the name and the number of work to which they refer, written outside the envelopes.
5. The City Engineer shall open tenders in the presence of contractors on their representatives who may be present at the time, and he will enter the amount of the several tenders in a comparative statement in a suitable form.
6. The competent authority as the final authority to reject all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contrast shall be valid and binding on V.V.C.M.C. unless it is signed by the commissioner.

8. The memorandum of work to be tendered for the schedule of materials to be supplied by the Vasai Virar City Municipal Corporation (herein before and after called as V.V.C.M.C. for brevity) and their rates shall be filled in and completed by the office of the commissioner 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 before he completes and delivers his tender.
9. All work shall be measured net by standard measure and according to rules and customs of the Vasai Virar City Municipal Corporation without reference to any local custom.
10. All corrections and additions or pasted slips should be initiated.
11. The measurement of work will be taken according to the usual methods in use in the V.V.C.M.C. and no proposal to adopt alternative methods will be accepted. The commissioner's decision as to what is the usual method in use in the V.V.C.M.C. will be final.
12. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the V.V.C.M.C. for the purchase of plant and machinery or any other purpose for the execution of the work contracted for.
13. 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 with his own cost and it will not be reimbursed. The material will be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of works without written permission of the Engineer-in-Charge.
14. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition Act 1973) before starting work. Failing which acceptance of the tender will be liable for withdrawal and earnest money / Security Deposit will be forfeited to V.V.C.M.C.
15. The contractor shall comply with the provisions of Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the City Engineer may, in his discretion, cancel the contract. The contractor shall also be liable, for any pecuniary liability arising on accountancy of any violation by him of the provisions of the Act.

I/We hereby tender for the execution, for the V.V.C.M.C. of the work specified in the underwritten memorandum within the time specified in such memorandum at “_____”
 (_____) (in figures as well as in words) percent below/above the estimated rates entered in Schedule ‘B’ (memorandum showing items of the work to be carried out) and in accordance with all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of the contract and agree that what materials for the work are provided by the V.V.C.M.C., such materials and the rates to be paid for them shall be as provided in Schedule ‘A’ here.

MEMORANDUM

- | | | |
|-------|---|---|
| 1.(A) | | a)If several sub works are included, same should be detailed in a separate list |
| B) | Estimated cost: Rs.3,26,05,808/- | b) |
| C) | Earnest money: Rs.1,64,000/- | c)The amount of earnest money to be deposited by payment gateway system as instructed in tender. |
| D) | Security deposit: Total 5% of estimated cost or accepted tender cost whichever is higher. Including EMD (0.5% EMD will be converted into security deposit.) | d)This deposit shall be in accordance with the paras 213 and 214 of the MPW Manual, instruction issued by V.V.C.M.C. from time to time. |
| E) | (i) (0.5% Initial Security Deposit shall be in form of BG / DD)
Rs.1,64,000/- | |
| F) | (ii) Balance 3.5% amount of security deposit, will be recovered through each Running Bill at 3.5% of the gross amount till the required total amount of Security Deposit is recovered. Rs.11,42,000/- | |
| G) | Percentage if any, to be deducted from bills so as to make up the total amount required as security deposit @ 5% percent (i. | e)This percentage where no security deposit is taken will vary from 5% to 10%. |
| H) | Additional Security Deposit
If the tender is proposed to be accepted at the rate quoted less than estimated costs put to tender, additional security deposit over and above 4% in at the below rate shall have to be paid by the tenderer. | f) If additional security deposit |

- a) For offer up to 10% below 1%
 b) For offer above 10% below 1%+ (1% for each above 10% below percentage)

(Additional security deposit in full in the form of FDR / Bank Guarantee will have to be deposited at the time of agreement.

The additional SD will be refunded after completion of work in all respect only.

- I) Time allowed for the work from date of written order to completion – **18** calendar months including monsoon
- J) The security deposit shall be refunded after completion of defect Liability period (D.L.P) of **24** months prescribed for this work.
- 2) I/We agree that, the offer shall remain open for acceptance for a minimum period of 180 days from the date fixed for submission of the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening. The tender and sent by registered post A.D or otherwise delivered at the office of such authority. Term deposit receipt No. _____ dated _____ and date in respect of sum of Rs. _____ in words (Rs. _____)
- Is enclosed. The amount of earnest money shall be liable to be forfeited to the V.V.C.M.C. should I/We fall
- (i) Abide by the stipulations to keep the offer open for the period mentioned above or
- (ii) Sign and complete the contract documents as required by the Engineer and furnish the security deposit specified in item (d) of the memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed General Conditions of Contract, the amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid.
3. Deleted
- I) Should this tender be accepted I/We agree to abide by and fulfil 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
- g) Give schedule where necessary showing dates by which the various items are to be completed
- h) Amount to be specified in words and figures.
- i) Name of the bank to be specified

the V.V.C.M.C. the sums of money mentioned in the said conditions.

Fixes Deposit Receipt No. _____

Dated _____ from the bank

At _____

In respect of the sum of Rs _____

(Rupees _____ only)

Is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to the V.V.C.M.C. should I/We do not deposit in full amount of security deposit specified in the above memorandum in accordance with (d) of clause (1) of the tender for works shall be refunded

Strike our (a) if no such security deposit is to be taken.

Contractor

Signature of contractor before submission of tender

Address

_____ day of 20____

Witness

Signature of witness to contractors' signature

Address

Occupation

Signature of the officer by whom accepted

The above tender is hereby accepted by me on behalf of the Vasai Virar City Municipal Corporation.

City Engineer

CONDITION OF CONTRACT

Clause 1:

(Modification as per the G.R., P.W.D No. CAT – 1047 / CR – 94 / Bldg – 2, dt. 14.06.89) The person/Persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignors) shall (A) within 10 days (which may be extended

Security deposit

by the City Engineer concerned up to 15 days if the City Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the City Engineer in cash or Government securities endorsed to the Commissioner (if deposited for more than 12 months) or Bank Guarantee from Schedule bank of sum sufficient which will make up the 50% of the total full security deposit specified in the tender. Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case if the sum so deposited shall not amount to 10% of the total estimated cost of the work, it shall be lawful for V.V.C.M.C at the time of making any payment to the contractor for work done under the contract to make up the full amount of four percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to V.V.C.M.C under the terms of his contract may be deducted from, or paid by the sale of sufficient part of his security deposit or from the interest rising there from, or from any sums which may be due or may become due by V.V.C.M.C to the contractor under any other contract of transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter, make good in cash of Government securities endorsed. Or Bank Guarantee issued by Bank any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The securities provided that the depositor has expressly desire this in writing securities will be allowed only after approval of Competent Authority.

If the amount of the Security deposit to be paid in lump sum within the period specified at (A) above is not paid the Tender/Contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded along with the payment of final bill, if the date upto which the contractor has agreed to maintain the work in good order, is over. If such date is not only 90% amount of security deposit shall be refunded along with the payment of the final bill. The amount of security deposit retained by the V.V.C.M.C 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 the work in good order, then, subject to provisions of clauses 17 and 20 hereof the amount of security deposit

retained by V.V.C.M.C shall be adjusted towards the excess cost incurred by the department on rectification work.

Clause 2:

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned by the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract to be proceed with, with all due diligence (time being deemed to be of the essence of the as contract on the part of the contractor. And further to ensure goods progress during execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete for the complete minimum quantum of work as compared to accepted tender cost as stated below:

Compensation
Delay

- 1/4 of the work in 1/4 of the time
- 1/2 of the work in 1/2 of the time
- 3/4 of the work in 3/4 of the time

And abide by the program of the detailed progress laid down by the commissioner.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to 1 % (one percent) of the estimated cost put to the tender or such smaller amount as the City Engineer (whose decision in the writing shall be final) may decide of the said estimated cost of the whole work for every day that due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the estimated cost of work as shown in the tender. City Engineer should be the final authority in this respect irrespective of the fact that the tender is accepted by the commissioner.

Clause 3:

In any case in which under any clause or clauses of this contract the contractor shall be rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other clause, he commissioner on the behalf of V.V.C.M.C., shall have power to adopt any of the following courses as he may deem best suited to the interest of V.V.C.M.C.

Action when
whole of the
security deposit
is forfeited

- a) To rescind the contract (for which the rescission notice in writing to the contractor under the hand of the commissioner shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of V.V.C.M.C.

- b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charge establishment for getting the un executed part of work completed and crediting him with the value of work done departmentally in all respects in the same manner and at the same rates if it had been carried out by the contractor under the terms of his contract. The certificate of the commissioner as to the cost and other allied expenses so incurred and as to the value of work so done departmentally shall be the 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 cases all expenses incurred on advertisement for fixing a nor contracting agency, additional supervisory staff including the cost of work charge establishment and cost of work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new 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 commissioner as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of work so done shall be the final and conclusive against the contractor.

In case the contact shall be rescinded under the clause (a) above, the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the commissioner shall have certified in writing about the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of the either the courses referred to in clause (b) or (c) being adopted and the cost of work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractor, the contractors, the amount of excess shall be deducted from any money due to the contractor by V.V.C.M.C under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided however that the contract shall have no claim against V.V.C.M.C even if the certified value of 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 the clauses (a), (b), and (c) is adopted by the commissioner the contractor shall have no claim to compensation for any losses sustained by him by reason of not having purchased or procured any materials, or entered in any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract. The extra cost involved in the completion of the balance work carried out through the other contractor under clauses – 3(c) shall be recoverable from the contractor over and above the compensation levied under clause 2 and the security deposit shall be apportioned against the total recoveries of this purpose also.

Clause 4:

If the progress of any particular portion of the work is unsatisfactory the commissioner shall notwithstanding that the general progress of the work is satisfactory in accordance with clause 2. Be entitled to take action under clause 3 (b) after giving the contractor 10 days' notice in writing. The contractor 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 commissioner by clauses 3 and 4 hereof shall become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiving of any of the condition hereof and such power shall notwithstanding be exercisable in any future case of the default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of the security deposit and the liability of the contractor for past and the future compensation shall remain unaffected. In the event of the commissioner taking action under sub – clause (a) or (c) of clause 3 he may, if he so decides to take possession of all or any tools and plant, materials and stores in or upon the work of the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at the current market rates, to be certified by the commissioner to whose certificate thereof shall be final. In the alternative the commissioner may, by notice in writing to the contractor, his clerk of the works, foremen or other unauthorized agents require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such notice, and in the event of the contractor

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

Power to take possession of or require removal of or sell

Contractors plant

failing to comply with any such requisition the commissioner may remove them at the contractor's expense or sell them by auction or private sale at risk and account of the contractor in all respects and the certificate of the commissioner has to be expense of such removal and the amount of the proceeds and expense of the such sale shall be final and conclusive against the contractor

Clause 6:

Extension of time

if the contractor shall desire an extension of the time for the completion of the work on the ground of his having been unavoidable hindrance in his execution or on any other ground, he shall apply in writing to the commissioner before the expiration of the period stipulated in the tender and before the expiration of 30 days from the date to which he was hindered as aforesaid or on which the case for asking for extension occurred, whichever is earlier and the commissioner or in the opinion of the City Engineer, or the City Engineer, as the case may be, if in his opinion there were reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the commissioner in this matter shall be the final.

Clause 7:

Final certificate

On completion of the work the contractor shall be furnished with a certificate by the City Engineer (herein after called the engineer in charge) of such completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffoldings surplus materials and rubbish and shall have cleaned of the dirt from all the woodwork, doors, windows, walls, floors or other part of any buildings, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work nor until the work shall be 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, in the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirement of this clause as to the removal of scaffolding, surplus material and rubbish, and cleaning of dirt on or before the date fixed for the completion for 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 forth with pay the amount of all expenses so incurred but shall have no claim in respects of any such scaffoldings or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 8:

No payment shall be made of any work estimated to cost less than rupees one thousand, till after the whole of the work shall have been completed and a certificate of completion given. But in the case of the work estimated to cost more than a rupees one thousand, the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work then approved and passed by the engineer in charge, whose certificate of such approval and passing of the sum payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded payments by the way of advance against the final payments only and not as payments of works actually done and completed and shall not preclude the engineer in charge from requiring bad, unsound, imperfect or unskilled work to be removed or taken away and reconstructed, or rejected, nor shall have any such performance of the contract or any part thereof in any respect or accruing of any claims nor shall it conclude determine, or affect in any way the powers of the engineer in charge as to the final settlement and the 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 certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Payment of the intermediate certificate to be regarded as advances.

Clause 9:

The rates of several items of work estimated to the cost more than Rs. 1000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In 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 the preparation of final or on account bills.

Payment of reduced rates on account of item of work not accepted as completed to be at the discretion of the engineer in charge.

Clause 10:

A bill shall be submitted by the contractor each month on or before the date fixed by the engineer in charge for all the 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 ten days from the presentation of the date. If the contractor does not submit the bill within the fixed time aforesaid, the engineer in charge may dispute a subordinate to measure up the said work in the presence of the contractor or his duly authorized

Bill to be submitted monthly

agent whose counter signature to the measurement kit shall be sufficient warranty, and the engineer incharge may prepare a bill for such list which shall be binding on the contractor in all respects

Clause 11:

The contractor shall submit all bills on the printed forms to be held on application of the office of engineer incharge. 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 herein after provided for such work

Bill to be in printed form.

Clause 12:

If the specification or the estimate of the work provides for use of the any special description materials to be supplied from the stores of the Vasai Virar City Municipal Corporation, or if it is required that the contractor shall use certain stores to be provided by the engineer-in-charge (such materials or stores, and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contractor only, and the value of the full quantity of materials and stores so supplied shall be set off or reduced from any sums then due, or thereafter to become due to the contractor under the contracts or otherwise or from the security deposit or the proceeds of the sale thereof if the security deposit is held in government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of V.V.C.M.C and shall on account be removed from the site of work and shall at all times be opened to the inspection by the engineer-in-charge any such material unused and in perfectly good condition at the time of completion or the determination of the contractor shall be returned to the V.V.C.M.C's store if the engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such material except with the consent of the engineer-in-charge and he shall have no claim for compensation on account on any such material supplied to him as aforesaid but remaining unused by him or for any wastage or in a damage to such material.

Stores supplied by V.V.C.M.C.

Clause 12 (A)

All stores of controlled materials such as cement, steel etc. to be supplied to the contractor by V.V.C.M.C. should be kept by the contractor under lock and key and will be accessible for inspection by the City Engineer or his agent at all times.

Clause 13:

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications. The contractors shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be entitled to receive three sets of contract 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. 100/- per set contract drawings and Rs. 50/- per working drawing except where otherwise specified.

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

Clause 14 (1):

The Engineer-in-charge shall have power to make any alteration in or additions to the original specifications, 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 connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for main work, and if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in schedule of rates of the division or at the rates mutually agreed upon the engineer-in-charge and contractor whichever are lower. If the additional or altered work for which no rate is entered in the schedule of rates of Division is ordered to be carried before the rates are agreed upon then the contractor shall within seven days of the date

Extensions of time in consequence of additions or alterations

of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work. And if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly here in before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of dispute, the decision of the City Engineer of the circle will be final.

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

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

Clause 15:

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

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

of any suspension stoppage or curtailment except to the extent specified hereinafter.

- 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 day's prior notice in writing to the Engineer, within 30 days of the expiry of the said period of the 90 days, of such intention and requiring the Engineer to record the final measurement of the work already done and to pay final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurements 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 matter prejudice the right of the contractor to any further compensation under the remaining provision of the clause.

- 3) Where the Engineer required 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 City Engineer within 30 days of resumption of work after such suspension for payment of compensations to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having and 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 or such suspension or in respect or any suspension whatsoever occasioned unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

- 4) In the event of
 - i) Any total stoppage of work on notice from Engineer under Sub clause (1) in that behalf.
 - ii) Withdrawal by the contractor from the contractual obligations complete the remaining unexecuted work

No claim to
compensation

under sub clause (2) on account of continued suspension of work for a period exceeding 90 days.

- iii) Curtailment in the quantity of an item or items originally tendered on account of any alterations, omission or substitution in the specification, drawing designs, or instructions under clause 14 (1) where such curtailment exceeds 25% in quantity and the value of quantity curtailed beyond 25 percent at the rates for the item specified in the tender is more than Rs. 5000/-. It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) notice under clause 15(1) resulting in such curtailment to produce to the City Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the V.V.C.M.C. to take over on payment of such material at the rates determined by the Engineer, provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The V.V.C.M.C. shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specification approved by the Engineer.

Clause 15 A:

The contractor shall not be entitled to claim any compensation from V.V.C.M.C. for the loss suffered by him on account of delay by V.V.C.M.C. in the supply of materials entered in Schedule A where such delay caused by –

- I) Difficulties relating to the supply of railway wagons
- II) Force majeure.
- III) Act of God.
- IV) Act of enemies of the state or any other reasonable cause beyond the control of V.V.C.M.C.

In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the work as shall appear to the City Engineer to be reasonable in accordance with the circumstances of the case. The decision of the City Engineer as to the extension of

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

time shall be accepted as final by the Contractor.

Clause 16:

Under no circumstances whatever shall the contractor be entitled to any compensation from V.V.C.M.C. on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the case of such occurring.

Time limit for unforeseen claims

Clause 17.

If at any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilful 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 the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify 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 one percent 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 contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Works to be open to inspection.

subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the some 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 five days' notice in writing to the engineer in charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions therefore taken before the same is 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 place beyond the reach od 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 work is covered.

Clause 20:

If during the period specified below as "Defect Liability Period" reckoned from the date of completion as certified by the Engineer-in-Charge pursuant to Clause-7 of the contract, in the opinion of the commissioner, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the commissioner, duly commence execution and completely carry out at his cost in 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 commissioner. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and/or to complete the same as aforesaid as required by the said notice, the commissioner get the same

Contractor liable for damage done and for imperfections.

executed and carried out departmentally or by any other agency at the risk on account and at cost of the contractor.

The contractor shall forthwith on demand pay to the V.V.C.M.C., the amount of such costs, charges and expenses sustained or incurred by the V.V.C.M.C. of which the certificate of the commissioner shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of V.V.C.M.C., the same may be recovered from the contractor as arrears of land revenue. The V.V.C.M.C. shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the V.V.C.M.C. to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by V.V.C.M.C.

Clause 21:

The contractor shall supply at his own cost all material (except such special materials if any as may in accordance with the contract, be supplied from the V.V.C.M.C stores) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted form, and whether included in the specifications 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 which under these conditions he is entitled to be satisfied or which he is entitled to be required together with the carriage therefore 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 works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the failing which the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the Public

Contractors to supply plant, ladders scaffoldings, etc.

And is laible for damages arising from non

from accident and shall also be bound to bear the expenses of defence of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with consent of the contractor be paid for compromising any claim by any such person.

provision of
lights, fencing
etc.

Clause 21 A:

The contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connections therewith :-

- (a) Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from a ladder or by other means.
- (b) A scaffold shall not be constructed, taken down or substantially altered except.
 - i) under the supervision of a competent and responsible person; and
 - ii) as far as possible by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and ladders shall:-
 - i) be of sound material.
 - ii) be of adequate strength having regard to the loads and strains to which they will be subjected; and
 - iii) be maintained in proper condition.
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be over loaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffolds, special precautions shall be taken to ensure the strength and stability of the scaffold.
- (g) Scaffold shall be periodically inspected by the competent person.
- (h) Before allowing a scaffold to be used by his workmen, the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations here-in-specified.

- (i) Working platform, gangways stairways shall.
 - 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
 - iii) be kept free from any unnecessary obstruction.
- (j) in the case of working platform, gangway, working places and stairways at a height exceeding 2 meters, (to be specified)
 - (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - (ii) every working platform and gangway shall have ad-equate width and
 - (iii) Every working platform, gangway, working place and stairway shall be suitably fenced.
- (k) Every opening in the floor of a building or in working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials.
- (l) When persons are employed on a roof where there is a danger of falling from a height exceeding (to be prescribed) suitable precautions shall be taken to prevent the fall of persons or materials.
- (m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- (n) Safe means of access shall be provided to all working platforms and other working places.
- (o) The contractor(s) will have to make payments to the labourers as per Minimum Wages Act.

Clause 21 B:

The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him.

- (a) Hoisting Machine and tackle, including their attachments, anchorages and support shall
 - (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 materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (c) Hoisting machine and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the V.V.C.M.C.
- (d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be ascertained by adequate means.
- (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 scaffold which give signals to the operator.
- (g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means.
- (h) Every hoisting machine and all gear referred to in 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 conditions under which it is applicable shall be clearly indicated.
- (j) No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- (k) Motors, gearing transmissions, electric wiring and other dangerous part or hoisting appliances shall be provided with Efficient safeguards.

- (l) Hoisting appliances shall be provided with such means as will reduce to minimum the risk of the accidental descent of the load.
- (m) Adequate precaution 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, trees, brush-wood or grass without a written permit from the City Engineer. When such permit is given, and also in all cases when destroying cut or drag trees brushwood, grass etc. By fire, the contractor shall take the necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him.

Measure for prevention of fire.

Clause 23:

Compensation for all damages done intentionally or person in the employment of unintentionally by contractor's labour whether in or beyond the Government in limits of Government property including any damage caused by any way relating 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 Liability of contractor shall be estimated by the Engineer-in-Charge subject to the decision of the City Engineer on appeal shall be final and the contractor or outside work shall be bound to pay the amount of the assessed compensation on area demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in the clause 1 or deducted by the Engineer-in-Charge from any sums that may be due or become due from V.V.C.M.C to contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequences.

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

Employment of female labour.

Clause 24:

The employment of female labourers on works of in neighbourhood of soldier's barracks should be avoided as far as possible.

Work on Sunday.

Clause 25:

No Work shall be done on a Sunday, 1st May, 15th August, 26th Jan without the sanction in writing of the Engineer-in-Charge.

Work not be sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent.

Clause 26:

The contract shall not be assigned or sublet without the written approval of the city Engineer, V.V.C.M.C and if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any proceedings to get himself adjudicated and in solvent or commence any proceedings to get himself adjusted and in solvent or make any composition with his creditors or attempt so to do or if bribe gratuity, gift, loan perquisite, reward or advantage, pecuniary or otherwise, shall either directly be given, promised, or offered by the contractor or any of his servants or agents to any public officer or person in the employ of V.V.C.M.C 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, thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of V.V.C.M.C and same consequence shall ensue as if the contractor has been rescinded under the clause 3 hereof and in addition the contractor shall not be entitled to recover or to 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 V.V.C.M.C 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 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 City Engineer, V.V.C.M.C for the time being, who shall be entitled to direct, at what point or points and in what manner they are to be commenced, and from time to time carried on.

Direction and control of the superintendent Engineer

Clause 30:

1. Except where otherwise specified in the contract and subject to the powers delegated to him by V.V.C.M.C under the code rules then in force, the decision of the City Engineer for the time being, shall be the final, conclusive, and binding on all parties of the contract upon all question relating to the meaning of the specification, design, drawing, & instructions, here in before mentioned and as to the quality of workmanship, or materials used on the work, or relating to the contract designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works, or the execution, or failure to execute same whether arising, during the progress of the work, or after the completion or abandonment thereof.
2. The contractor may within 30 days of receipt by him of any order passed by the City Engineer as aforesaid appeal against it to the City Engineer with the contract Work Project provided that –
 - a. The accepted value of the Contract exceeds Rs. 10 Lakhs (Rs. Ten Lakhs)
 - b. Amount of claim is not less than Rs. 1.00 lakh (Rupees one lakh)
3. If the contractor is not satisfied with the order passed by the City Engineer as aforesaid, the contractor may, within 30 days of the receipt by him of any such order, appeal against it to the commissioner, Vasai Virar City Municipal Corporation, who if convince that prima facie the contractors claim rejected by the City Engineer / City Engineer is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by V.V.C.M.C. shall put up to V.V.C.M.C. for the suitable decision. The decision of the commissioner V.V.C.M.C. shall be final and binding on the contractor and the Engineer in charge.

Clause 31: Deleted**Clause 32:**

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

Lump sums in estimate

Clause 33:

In the case of any class of work for which there is no such specification as is mentioned in rule 1 of form B-1, such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specifications, then in such case the work shall be carried out in all respects in accordance with all instructions and requirement of the Engineer-in-charge.

Action where no specification

Clause 34:

The expression "works" or "work" where used in these conditions, shall unless there be something in the subject or context repugnant to such constructions, 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, octroi dues and ground rent for stacking materials, if any shall be paid by contractor, who will not be entitled to refund of such charges from V.V.C.M.C. (please see special clause for royalty).

Refund of quarry fees and royalties.

Clause 37:

The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation act, 1923 (VIII of 1923), (hereinafter called the said Act) for injuries caused to the workmen, if such

Compensation under workmen compensation Act.

compensation is payable / paid by the V.V.C.M.C. as principal under sub-section (1) of Section 12 of the said act on behalf of the Contractor, it shall be recoverable by the V.V.C.M.C. from the Contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Clause 37 A:

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

Clause 37 B:

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

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

Clause 37 C:

The Contractor shall duly comply with the provisions 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 subjected to all the liabilities and penalties provided by said Act and said Rules.

Clause 38:

(1) Deleted.

Claims for the quantity or works entered in the tender or estimates.

(2) 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 of any special provision contained in the specifications prescribing a different percentage of permissible variation in the quantity of the item does not exceed the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender, is not more than Rs. 5,000/- (whichever is more).

(3) The Contractor shall if ordered in writing by the Engineer to do so, also carry out any quantities in excess of the limit mentioned above in sub clause (1) hereof on the same condition as and in accordance with the specifications in the tender and at the rates (I) derived from the rates entered in current schedule of rates and in the absence of such rates (ii) at the rates prevailing in the market. The said rates being increased or decreased as the case may be, by the percentage which the total tendered amount bears to the estimated cost of the works as based upon the schedule of rates applicable to the year in which the tenders were invited.

(4) This clause is not applicable to extra item.

(4) Claims arising out of reduction in the tendered quantity of any item beyond 25% will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs.5000/- this reduction mentioned in the clause no. 14 & 15 of the work and the site condition.

(6) There shall be no change in the rate if the excess is less

than or equal to 25%. Also there shall be no change in the rate if the quantity or work done is more than 25% of the tendered quantity, but the value of the excess work at the Tendered rates does not exceed Rs. 5000/-.

- (7) The quantities to be paid at tendered rate shall include:-
- (a) Tendered quantity plus
 - (b) 25% excess of the Tendered quantity or the excess quantity of the value of Rs.5000/- at the Tendered rates whichever is more.

Clause 38 A:

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

- 1) Excavation in all types of earth, soil, sand, gravel and soft murum with lead up to 50m and lift as involved, including dewatering, shoring, and strutting, etc. excluding refilling etc. 40% average rate for lift 0 to 1.5m and 10% for lift 1.5 to 3.0m.
- 2) Excavation in the hard murum and boulders with lead up to 50m and lift as involved, including dewatering, shoring and strutting, etc. excluding refilling, etc. 20% of the average rate for lift of 0 to 1.5m and 30% for lift from 1.5 to 3.0m.
- 3) Excavation in soft rock and the old cement and time masonry with lead up to 50m and lift as involved including dewatering, shoring and strutting, etc. excluding refilling, etc. 20% of the average rate for lift of 0 to 1.5m and 30% for lift from 1.5 to 3.0m.
- 4) Excavation in the hard rock and the concrete road by chiselling wedging, line drilling by mechanical means or by all means other than blasting with lead up to 50m and lift as involved, including dewatering, shoring and strutting, etc. excluding refilling, etc. 20% of the average rate for lift of 0 to 1.5m and 30% for lift from 1.5 to 3.0m.

CLARIFICATION TO THE CLAUSES OF EXCESS QUANTITY

- 1) The City Engineer shall see that the claim towards excess quantities under this clause 38 is subjected to higher authority immediately on its cropping up. Commissioner while making such payments shall see that the total expenditure on the scheme shall not exceed sanctioned cost of the scheme.
- 2) Quantity is equal to that of quantity as per "Schedule B" i.e. the estimated quantity put to the tender plus 25% or Rs. 5000/- (whichever is more) shall be paid at accepted tender rate as usual after submission of excess quantity proposal to the competent authority for approval
- 3) A) excess quantities up to 25% of the tender quantity or quantities within Rs. 5000/- (Rupees Five thousand only) cost whichever is more are to be paid at the tendered rates. After submitting the proposal to the competent authority for approval, then only commissioner can make payments.

B) the City Engineer is hereby authorized to make 50% payment of the excess quantity beyond 25% over tender quantity or Rs.5000/- (Rupees Five thousand only) cost, whichever is more at the proposed rate after the submission of excess quantity proportion to the competent authority for approval.

- 4) The power for the approval of excess beyond estimated quantity worth Rs. 10 lakhs are vested with City Engineer. The City Engineer is empowered to approve proportion of excess quantity worth Rs. 30 lakhs only subjected to conditions that due to approval of excess quantity proposal there should be not any increase in the sanctioned cost of the scheme. Excess quantity proposal involving approval of excess quantity beyond 30 lakhs is in the power of commissioner subjected to revise administrative approval to the scheme.

Clause 39:

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

Employment of females or other labours.

Clause 40:

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

Claims for the compensation for delay in starting the work.

Clause 41:

No compensation shall be allowed for any delay in the

Claims for the compensation

execution of the work on account of water standing in borrows pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub soil, water standing in borrows pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

for the 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 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 payments for work.

Entering upon or commencing any portion of work.

Clause 43:

- (i) No contractor shall employ any person who is under the age commencing any of 14 years.
- (ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape (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 V.V.C.M.C for any delay caused in the completion of 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 commissioner who shall decide the same. The decision of the commissioner shall be conclusive and binding on the contractor, but such decision shall not in any way affect the condition in the contract regarding the payment to be made by V.V.C.M.C. at the sanctioned tender rates.
- (vi) The Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the

Minimum age of person employed, the employment of donkeys and/or other animals and the payment of fair wages

workers engaged on large work in urban areas.

- (vii) The Contractor to take precaution against accidents which take place on account of labour using loose garments while working near machinery.

Clause 44:

Payment to contractors shall be made by R.T.G.S./cheques drawn on any bank within the divisional limits, convenient to them provided the amount exceeds Rs.1000. Amounts not exceeding Rs.1000 will be paid in cash.

Method of payment

Clause 45:

Any contractor who does not accept these conditions shall not be allowed to tender for works. Entering in the contract by the contractor with V.V.C.M.C by the contractor shall be considered as incontrovertible proof of acceptance of all conditions of the contract by the contractor.

Acceptance of conditions compulsory before tendering for work.

Clause 46:

If Government declares a state of scarcity or famine to exist in any village situated within 16 km of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the commissioner, or be any person to whom the commissioner may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which may arise in connection with the Implementation of this clause shall be decided by the Commissioner whose decision shall be final and binding on the contractor.

Employment of scarcity labour.

Clause 47:

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

Price not to exceed fixed by Govt.

Clause 48:

The rates to be quoted by the contractor must be inclusive of all taxes including VAT and Royalti charges. No extra payment on this account will be made to the contractor.

Rate inclusive of all taxes including VAT and Royalti charges

Clause 49:

In case of materials that may remain surplus with the contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax and the sales tax will be recovered on such sale.

Sales Tax on surplus material.

Clause 50:

The contractor shall employ at least 80% of the total number of the unskilled labour to be employed by him on the said work outthe persons ordinarily residing in the district in which site of the said work is located, Provided; however, that if the required number of unskilled labour from the district is not available, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission, in writing of the commissioner-in-Charge of the said work, obtained the rest of requirements of unskilled labour from outside the district.

Clause 51:

The contractor shall pay the labourers skilled and unskilled according to the wages prescribed by the Minimum Wages Act applicable to the area in which the work of the Contractors labourers engaged contractor is located.

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

Clause 52:

All amounts whatsoever which the contractor is liable to pay to the .V.V.C.M.C. in connection with the execution of the work including the amount payable in respect of (i) materials and or stores supplied/issued here under by V.V.C.M.C. to the contractor (ii) Hire charges in respect of heavy plant, machinery and equipment given on hire by V.V.C.M.C. to the contractor, for execution by him of the work and/or on which advance have been paid by the V.V.C.M.C. to the contractor shall be deemed to be arrears of the land revenue and the V.V.C.M.C. may without prejudice to any other rights and remedies of the V.V.C.M.C. recover the same from the Contractor as arrears of the land revenue.

Clause 53:

The successful tenders will be required to produce to the satisfaction of the specified concerned authority a valid and consequent license issued in favour under the provision of the contract labour (Regulation and Abolition) Act 1970 before starting the work. On failure to do so, the acceptance of tender should be liable to be withdrawn and also Earnest Money/Security Deposit forfeited.

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 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 makes short payment and V.V.C.M.C. makes such payment of wages in full or the part thereof less paid by the contractor as the case may be, the amount so paid by the V.V.C.M.C. to such workers shall be deemed to be arrears of land revenue and the V.V.C.M.C. shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the V.V.C.M.C. to the contractor here under or from any other amount/s payable to him by the V.V.C.M.C.

Clause 54:

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

Clause 55:

Provision of all applicable Indian Laws shall be treated as applicable for this contract.

Clause 56:

In view of the difficult position regarding the availability of the foreign exchange, no foreign exchange will be released by the department for the purchase of the plant and machinery required for the execution of the work concerned.

Clause 57:

the tendered rates shall be inclusive of all taxes, tax liable in all respect of works contract under the provisions of the Maharashtra Sales Tax on transfer of property in goods involved in the execution of works contract Act, 1985 (Maharashtra Act No. XIX of the 1985). However the works contract tax shall be deducted from the contractor's running

account bills at the rates applicable as per rules in force and the same shall be remitting in the Govt. treasury / Bank and no reimbursement in this respect shall be made by the department.

Clause 58: (A) Anti-Malaria A other health services

- (1) The Anti-malaria health measures shall be taken as directed by the Joint Director (Malaria and Filaria), Health Services, Pune.
- (2) Contractor shall see that mosquitogenic conditions are not created as as to keep vector population to minimum level.
- (3) Contractor shall carry out anti-malarial measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (M and F), Health Services, Pune.
- (4) In case of default in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay to Government the amount spent by Government on anti-malaria measures to control situation in addition to fine.

(5) Relations with Public Authorities:

The contractor shall make sufficient arrangements for draining away the village water as well as water coming from the bathing and washing places and shall dispose off this water in such a way as not to cause, any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers.

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

Clause 58 (B):

Successful contractor will have to enter into an agreement in the form specified by the V.V.C.M.C. on a stamp paper of required amount as per the rules in force. Stamp charges shall be borne by the contractor.

- 1) Receipts fr 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 firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other

person having authority to give effectual receipts of the firm.

- 2) All works shall be measured net by standard measure and according to the rules and customs of the V.V.C.M.C. and in absence of such rules and custom in V.V.C.M.C. then as per rules and customs of P.W Department of Govt. of Maharashtra without reference to any local custom.
- 3) The measurements of work will be taken according to the usual methods in use in the V.V.C.M.C. and no proposals to adopt alternative methods will be accepted. The commissioner's decision as to what is the usual method in use in the V.V.C.M.C. will be final.
- 4) 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 Department person. No materials will be allowed to be removed from the site of works.
- 5) The tendered rate shall be inclusive of all taxes, duties levies, cess (including Sales Tax) as amended from time to time. No extra payment on this account shall be made to the contractor.

Clause 59:Deleted

Clause 60:

The contractor shall provide and maintain guards, guard rails, temporary bridge and walkways, watermen headlights and danger signals illuminated from sunset to sunrise and other necessary appliances and safeguards to protect the work, life, property, the public excavation, equipment and materials barricades shall be substantial construction and shall be painted such as to increase then visibility at night for any accident arising out of the neglect of above instructions, the contractor shall be bound to bear the expenses of defence of every suit, action or other legal proceedings, at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay all damages and costs which may be awarded in such suit, action or proceedings to any such person on which may be with consent of the contractor paid in compromising any claim by any such person.

Clause 61: (insurance)

Contractors shall take out necessary insurance policy / policies so as to provide adequate insurance cover for execution of the awarded contract work from the Director of Insurance, Maharashtra State, Mumbai – 51 only. Its postal address for correspondence is “264, 1st floor, MHADA, op, Kalanagar, bandra (East), Mumbai – 400051. Tel no. 6438403 / Fax : 6438461 / 6438690). Insurance however, if the contractor desire to effect insurance with the local office of any insurance company, the same should be under the co-insurance-cum-servicing arrangements approved by the Director of Insurance. If the policy taken out by the contractor is not on co-insurance basis (GIF 60% and insurance company 40%) the same will not be accepted and the amount of premium calculated by the Director of Insurance will be recovered directly from the amount payable to the contractors for the executed contracts work which may be noted.

- a) Loss of or damage to the civil and mechanical equipment's supplied / installed including the materials such as pipes, valves specials etc. brought on.
- b) Loss of or damage to contractor's equipment's including his vehicles.
- c) Loss of or damage to property (except the roks plant material and equipment) in connection with the contactor
And;

Personal injury or death due to vehicles of the contractor and / or due to any accident that may arise at or around the site to the contractor personal or to the V.V.C.M.C staff or any other person not connected with V.V.C.M.C / contractor.

1. Policies and cetificates foe insurance shall be delivered by the contractor to the engineer for the engineer's approval before the data of actual starting of work. All such insurance shall provide for compensation to be payable in the types of proportions of currencies required to rectify the loss or damage incurred.
2. If the contractor does not produce any of the policies and certificates required, th engineer may effect the insurance for which the contractor should have produced the policies and certificates and recover the premiums it has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be of debt due.
3. Alterations to the terms of insurance shall not be made without the approval of the engineer.
4. The minimum insurance cover for loss and damages to physical, injury and death shall be 10% of the contract cost per occurrence with number of occurrences as 4 (four). After each occurrences the contractor shall pay additional

premium necessary so as to keep the insurance policy valid always till the defect liability period is over.

5. No payment will be released to the contractor until the insurance coverage with the Govt. insurance fund, Maharashtra State is provided and unless the proof of insurance coverage is produced by the contractor to the Engineer-in-charge.

Clause 62: (CSMC)

In case V.V.C.M.C decides to appoint a construction, supervision and management consultant for supervising / monitoring works under this contract, the civil / mechanical / electrical contractor shall be liable to execute th work under the supervision of C.S.M.C. All decisions regarding the work in such cases shall be taken by the C.S.M.C on behalf of V.V.C.M.C and will be binding on the contractor. In such cases the contractor will have to sign the agreement between the V.V.C.M.C of C.S.M.C in token of acceptance of the C.S.M.C as the sole supervisor of the works under the agreement.

Clause 63:

Royalty of excavation:

During execution of work excavation is required to be carried out for various sub work for which royalties required is to be paid by the contractor as per clause 36.

During execution of work and till completion if the point of royalty is raised by collector office it will be soul responsibility of contractor to pay royalty charges / compensation if any to concern.

Contractor

City Engineer

**MATERIAL
SCHEDULE – 'A'**

VASAI VIRAR CITY MUNICIPAL CORPORATION

Name of work : Construction of R.C.C. gutter bothside of road & Raising height & Providing and laying W.B.M. and Asphaltting to road from Nana Nani Park to Aakanksha complex phase 2 at Nallasopara E , ward no.15 , Prabhag Samiti E , in VVCMC area

MATERIAL SCHEDULE – A

Sr. no	Particulars	Approximate qty.	Unit	Rate at which material will be supplied	Place of delivery
		--- NIL ---			

CONDITION FOR MATERIAL SCHEDULE 'A'

VASAI VIRAR CITY MUNICIPAL CORPORATION

Name of work : Construction of R.C.C. gutter bothside of road & Raising height & Providing and laying W.B.M. and Asphaltting to road from Nana Nani Park to Aakanksha complex phase 2 at Nallasopara E , ward no.15 , Prabhag Samiti E , in VVCMC area

CONDITION FOR SCHEDULE – A

- 1) Other materials except as shown in Schedule 'A' required for the work shall be produced and supplied by the contractor at his cost.
- 2) The contractor shall be responsible for proper handling, safe custody INFRASTRUCTURE CO. PVT. LTD." Or purchased by himself.
- 3) The contractor shall make his required for the works and any other purposes.
- 4) The contractor shall engage an authorised agent or qualified supervisor for their work, capable of managing and guiding the work. He shall take such orders as may be given to him by Engineer-in-charge from time to time and shall be responsible to carry out them promptly.
- 5) The contractor shall have to clean the site of work before the work is commenced and after its completion, for which separate claim will not be allowed.

City Engineer

**NOTES FOR BILL OF
QUANTITIES**

VASAI VIRAR CITY MUNICIPAL CORPORATION

Name of work : Construction of R.C.C. gutter bothside of road & Raising height & Providing and laying W.B.M. and Asphalt to road from Nana Nani Park to Aakanksha complex phase 2 at Nallasopara E , ward no.15 , Prabhag Samiti E , in VVCMC area

NOTES FOR BILL OF QUANTITIES

All the work shall be carried out as per standard specifications section published by P.W. and H dept. (Red Book) and as per detailed specifications attached and also as per directed by Engineer-in-charge.

The contractor shall see that figures in columns for quantity rate and amount are shown in schedule 'B'. The contractor has to quote his offer at percentage offer shall be written in figure as well as in words and the contractor will have to sign below the same.

City Engineer

**SCHEDULE 'B' OF
B-1 TENDER**

VASAI VIRAR CITY MUNICIPAL CORPORATION

Name of Work :- Construction of R.C.C. gutter bothside of road & Raising height & Providing and laying W.B.M. and Asphaltting to road from Nana Nani Park to Aakanksha complex phase 2 at Nallasopara E , ward no.15 , Prabhag Samiti E , in VVCMC area

RECAPITULATION SHEET

SR.NO.	Name of Work	Estimated cost
1	Construction of R.C.C. gutter bothside of road from Nana Nani Park to Akanksha complex phase 2 at Nalasopara E, W.No.15 Prabhag Samiti E in VVCMC area.	Rs.2,60,73,563.00
2	Raising height of road & Providing and laying W.B.M. and Asphaltting to road from Nana Nani Park to Aakanksha complex phase 2 at Nalasopara (E) in Prabhag Samiti E in VVCMC area.	Rs.65,32,245.00
		Rs.3,26,05,808.00

**City Engineer
VVCMC**

I am ready to execute the above mentioned work at% (_____) above / below the estimated cost .

Dated signature of contractor

Contractor

No.of Corrections

City Engineer

**VASAI VIRAR CITY MUNICIPAL CORPORATION
PART- I**

Name of work :- Construction of R.C.C. gutter bothside of road from Nana Nani Park to Akanksha complex phase 2 at Nalasopara E, W.No.15 in Prabhag Samiti E in VVCMC area.

SCHEDULE 'B'

Quantity	DESCRIPTION	Rate in Rs		Unit	Amount
		In figures	in words		
1353.60	1.Excavation for foundation in earth,soils of all types,sand,gravel,soft murum including shoring and strutting,dewatering as necessary and disposing off excavated stuff as directed etc. complete. a) Upto 1.50m lift Normal Rate (SSR NO:-12.02)	Rs.251.00	Rupees Two Hundred Fifty One Only	cum	Rs.3,39,753.60
676.80	2.Excavation for foundation / pipe trenches in slush muddy / marshy / slushy / soil including use of poclain, labour for dewatering during execution including removing the excavated material upto a distance of 50 metres and lifts as below, stacking .(MJP DSR 23-24 P/I - 38/8)	Rs.407.00	Rupees Four Hundred Seven Only	cum	Rs.2,75,457.60
259.44	3.Providing dry/ trap/ granite/ quartzite/ gneiss rubble stone soling 15 cm to 20 cm thick including hand packing and compacting etc. complete.(SSR NO:-21.38)	Rs.2,053.80	Rupees Two Thousand Fifty Three and Eighty Pisas Only	cum	Rs.5,32,837.87
112.80	4.Providing and laying in situ / ready mix cement concrete of M-10 proportion with trap/ granite/ quartzite/ gneiss metal in foundation including necessary form work, compacting and curing etc. complete. (with reversible drum type mixer with SCADA with fine agreegates of required specifications (Natural sand / VSI sand finely washed etc) CD.-3 Page.No. 160(SSR NO:- 11.02)	Rs.7,252.10	Rupees Seven Thousand Two Hundred Fifty Two and Ten Pisas Only	cum	Rs.8,18,036.88
224.19	5.Providing and laying Cast in situ/Ready Mix cement concrete M-25 of trap / granite /quartzite/ gneiss metal for R.C.C. work in foundations like raft, strip foundations,grillage and footings of R.C.C. columns and steel stanchions etc. including bailing out water, Steel centering, formwork ,cover blocks, laying/pumping, compaction and curing roughening the surface if special finish is to be provided (Excluding reinforcement and structural steel) etc. complete, with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc.complete. With fine aggregate (Crushed sand VSI Grade) Bd.F.3 Page One Number 298 and B.7, Page One Number38(SSR NO:- 25.13)	Rs.8,471.40	Rupees Eight Thousand Four Hundred Seventy One and Forty Pisas Only	Cum	Rs.18,99,203.17

Contractor

No.of Corrections

City Engineer

479.40	6.Providing and laying Cast in situ/Ready Mix cement concrete in M-25 of trap/ granite/ quartzite/ gneiss metal for R.C.C. pardi of required thickness including steel centering, formwork, cover blocks, laying/pumping, compacting , curing , finishing and rougheningthem if special finish is to be provided and curing complete.(Excluding reinforcement and structural steel).with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade) Spec. No.: Bd.F.9 Page No. 95 (SSR NO:- 26.19)	Rs.17,357.50	Rupees Seventeen Thousand Three Hundred Fifty Seven and Fifty Paisas Only	Cum	Rs.83,21,185.50
186.12	7.Providing and laying in situ / ready mix M-25 controlled cement concrete of trap/ granite/ quartzite/ gneiss metal for RCC work in solid/ deck slab etc. including ramming, vibrating, curing, formwork, centering and finishing in cement plaster excluding reinforcement etc. complete. (with fully automatic micro processor based PLC with SCADA enabled concrete batch mix plant / pan mixer and fine agreeegates of required specifications (VSI sand finely washed etc) i) Height up to 5 m, normal rate. ii) Height 5 to 7.50 m, add 5 percent extra over basic rate. iii) Height 7.50 to 10 m, 7.50 percent extra. iv) Over 10 m Height, add 10 percent extra for every 2.50m rise.BR.38(b and c) Page One Number 135 and B. 7, Page One Number38(SSR NO:-14.15)	Rs.12,386.80	Rupees Twelve Thousand Three Hundred Eighty Six and Eighty Paisas Only	cum.	Rs.23,05,431.22
69.84	8.Providing and fixing in position TMT - FE - 500 bar reinforcement of various diameters for R.C.C. pile caps, footings, foundations, slabs, beams columns, canopies, staircase, newels, chajjas, lintels pardis, copings, fins, arches etc. as per detailed designs, drawings and schedules. including cutting, bending, hooking the bars, binding with wires or tack weldingand supporting as required complete.(SSR No:-26.33)	Rs.94,353.10	Rupees Ninety Four Thousand Three Hundred Fifty Three and Ten Paisas Only	MT	Rs.65,89,809.21
9.87	9.Providing structural steel work in trusses, other similar trussed purlins and members with all bracing, gusset plates etc. as per detailed designs and drawings or as directed including cutting, fabricating, hoisting, erecting fixing in position, Making riveted/ bolted/ welded connection and one coat of anticorrosive paint and over it 2 coats of oil painting approved quality and shade etc. complete. Bd.C.8 Page No. 278 (SSR 23.04)	Rs.1,25,596.90	Rupees One Hundred Twenty Five Thousand Five Hundred Ninety Six and Ninety Paisas Only	MT	Rs.12,39,641.40

640.00	10.Dewatering on BHP basis by using water pump including diversion of stream, providing cofferdams, earthen bunds etc. as may be necessary for foundation and other parts of the the works and pumping out water during and after excavation as may be required by using 5.0 to 9.0 BHP pump etc. complete. (prior approval of Superintending Engineer will be necessary)(SSR No:-12.23)	Rs.211.10	Rupees Two Hundred Eleven and Ten Paisas Only	BHP	Rs.1,35,104.00
1624.32	11.Disposing of excavated material upto 3 Km	Rs.231.00	Rupees Two Hundred Thirty One Only	cum	Rs.3,75,217.92
32.90	12.12.Providing and laying for 225mm dia.saltglazed S.W.Pipe including fitting such as bends,tees,single junction,double junctions laying,jointing(including excavation and refilling the trenches) complete (42.05)	Rs.489.30	Rupees Four Hundred Eighty Nine and Thirty Paisas Only	Rmt	Rs.16,097.97
222.00	13.Excavation for foundation in earth,soils of all types,sand,gravel,soft murum including shoring and strutting,dewatering as necessary and disposing off excavated stuff as directed etc. complete. a) Upto 1.50m lift Normal Rate (SSR NO:-12.02)	Rs.251.00	Rupees Two Hundred Fifty One Only	cum	Rs.55,722.00
42.55	14.Providing dry/ trap/ granite/ quartzite/ gneiss rubble stone soling 15 cm to 20 cm thick including hand packing and compacting etc. complete.(SSR NO:-21.38)	Rs.2,053.80	Rupees Two Thousand Fifty Three and Eighty Paisas Only	cum	Rs.87,389.19
27.75	15.Providing and laying in situ / ready mix cement concrete of M-10 proportion with trap/ granite/ quartzite/ gneiss metal in foundation including necessary form work, compacting and curing etc. complete. (with reversible drum type mixer with SCADA with fine aggregates of required specifications (Natural sand / VSI sand finely washed etc) CD.-3 Page.No. 160(SSR NO:- 11.02)	Rs.7,252.10	Rupees Seven Thousand Two Hundred Fifty Two and Ten Paisas Only	cum	Rs.2,01,245.78
111.00	16.Providing uncoursed rubble masonry of trap / granite / quartzite / gneiss stones in cement mortar 1:6 in superstructure including racking out joints when plastering is to be done / striking joints when no plastering is to be done on inside watering and scaffolding etc.complete..Bd.H.1 Page One Number 329(28.01)	Rs.5,533.00	Rupees Five Thousand Five Hundred Thirty Three Only	cum	Rs.6,14,163.00

Contractor

No.of Corrections

City Engineer

11.10	17.Providing and casting in situ / ready mix PCC M20 grade of trap metal for coping to head walls / parapet including centering, form work, compaction and curing etc. complete. (with reversible drum type mixer/ concrete batch mix plant (pan mixer) with SCADA with fine aggregates of required specifications (Natural sand / VSI sand finely washed etc (11.31)	Rs.10,536.80	Rupees Ten Thousand Five Hundred Thirty Six and Eighty Paisas Only	cum	Rs.1,16,958.48
80.85	18.Providing second class Burnt Brick masonry with conventional/ I.S. type bricks in cement mortar 1:6 in superstructure including striking joints, racking out joints, watering and scaffolding Complete. Spec. No.: Bd.G.5 Page No. 268.(27.05)	Rs.9,060.90	Rupees Nine Thousand Sixty and Ninety Paisas Only	cum	Rs.7,32,573.77
773.75	19.Providing sand faced plaster externally in cement mortar using approved screened sand, in all positions including base coat of 15 mm thick in cement mortar 1:4 using waterproofing compound at 1Kilogramper cement bag curing the same for not less than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment 6 to 8 mm thick in cement mortar 1:4 finishing the surface by taking out grains and curing for fourteen days scaffolding etc.complete.Bd.L.7 Page One Number 369 (32.11)	Rs.695.90	Rupees Six Hundred Ninety Five and Ninety Paisas Only	sqm	Rs.5,38,450.40
773.75	20. Providing and applying two coats of exterior acraylic emulsion paint confirming to corresponding I.S. of approved manufacture and of approved colour to the plastered surfaces including cleaning ,preparing the plaster surface, applying primer coat ,scaffolding if necessary , and watering the surface for two days etc complete.As directed by Engineer- in- charge.(35.11)	Rs.92.40	Rupees Ninety Two and Forty Paisas Only	sqm	Rs.71,494.20
238.46	21.Providing and fixing mild steel grill work for windows, ventilators etc. 20 Kilogram/Square Metre as per drawing including fixtures, necessary welding and painting with one coats of anticorrosive paint and two coats of oil painting complete(40.01)	Rs.2,201.90	Rupees Two Thousand Two Hundred One and Ninety Paisas Only	sqm	Rs.5,25,065.07

357.69	22.Providing and applying two coats of lead/zinc base oil paint/ bituminious paint of approved colour to new structural steel work and iron work in buildings including scaffolding if necessary, cleaning and preparing the surface etc. complete. (excluding primer coat). Bd.O.4 Page One Number 405(35.04)	Rs.93.50	Rupees Ninety Three and Fifty Pisas Only	sqm	Rs.33,444.02
		Total amount			Rs.2,58,24,282.25
		Add royalty charges(schedule attached)			Rs.2,49,281.00
		Net total amount			Rs.2,60,73,563.25
		Say			Rs.2,60,73,563.00

VASAI VIRAR CITY MUNICIPAL CORPORATION
PART- II

Name of work:- Raising height of road & Providing and laying W.B.M. and Asphaltting to road from Nana Nani Park to Aakanksha complex phase 2 at Nalasopara (E) in Prabhag Samiti E in VVCMC area.

SCHEDULE 'B'

Quantity	DESCRIPTION	Rate in Rs		Unit	Amount
		In figures	in words		
1880.00	1.Picking the road surface including sectioning etc. complete (BT surface.)(SSR NO:-2.33)	Rs.46.20	Rupees Forty Six and Twenty Paisas Only	Sqm	Rs.86,856.00
376.00	2.Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader/ Paver on prepared surface and compacting with vibratory roller to achieve the desired density, complete as per clause 401 -- Plant Mix Method and Grading - I Material MORTH 401 SSR 3.01	Rs.3,028.60	Rupees Three Thousand Twenty Eight and Sixty Paisas Only	cum.	Rs.11,38,753.60
376.00	3.Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader / Paver on prepared surface and compacting with vibratory roller to achieve the desired density, complete as per clause 401 -- Plant Mix Method and Grading - II .Material MORTH 401 SSR 3.02	Rs.3,028.60	Rupees Three Thousand Twenty Eight and Sixty Paisas Only	cum.	Rs.11,38,753.60
282.00	4.Wet Mix Macadam -- Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam 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 in sub- base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density. Laying By Grader/Paver. MORTH 406 (SSR No:-3.23)	Rs.3,229.10	Rupees Three Thousand Two Hundred Twenty Nine and Ten Paisas Only	Cum	Rs.9,10,606.20

Contractor

No.of Corrections

City Engineer

1880.00	5.Providing and constructing 75 mm. thick Modified Penetration Macadam (MPM) road surface including all materials, preparing the existing road surface, spreading 40 mm. stone layers metal 30% crusher broken metal + 70% Hand broken metal (By breaking Rubble obtained by blasting) , heating and spraying the bitumen of specified grade @ 2 kg / sqm , spreading 12mm.size chips compacting with three wheel static roller having weight 8 to 10 MT. to achive the desired degree of compaction as per Technical Specification Clause 506 etc.complete, including applying tack coat of specified grade of bitumen at the rate of 0.30 Kg Sqm. on existing bitumen surface. (VG-30 bulk bitumen rates are considered to arrive at rates) IRC-SP-20, 2002 Clause No. 8.7.3	Rs.365.70	Rupees Three Hundred Sixty Five and Seventy Paisas Only	SqM	Rs.6,87,516.00
3760.00	6.Providing and applying tack coat on the prepared surface heating by fames in Boiler and spraying bitumen set footed in bitumen boller on B.T. surface 2.5 kg/10 sqm.VG-30 bulk bitumen (SSR 3.30)	Rs.19.20	Rupees Nineteen and Twenty Paisas Only	SqM	Rs.72,192.00
141.00	7.DENSE BITUMINOUS MACADAM: Proving and laying dense bituminous macadam using crushed aggregates of Grading 1, premixed with bituminous binder of specified grade of Bitumen @ 4.50 per cent by weight of total mix and filler, transported to site with VTS , laid over a previously prepared surface, finished to the required grade, level, alignment, and rolling to achieve the desired density for 76-100 mm compacted thickness .USING Batch mix type hot mix plant with SCADA, Sensor Paver, Vibratory roller with Stone Dust filler.(VG-30 bulk bitumen rates are considered to arrive at rates) MORTH 505 (SSR No:-3.44)	Rs.11,243.90	Rupees Eleven Thousand Two Hundred Forty Three and Ninety Paisas Only	CuM	Rs.15,85,389.90

56.40	8.BITUMINOUS CONCRETE:- Providing and laying bituminous concrete using crushed aggregates of grading 2, premixed with bituminous binder @ 5.20 per cent by weight of total mix and filler, transported to site with VTS , laid over a previously prepared surface, finished to the required grade, level, alignment, and rolling to achieve the desired compaction for 30/40 mm compacted thickness with VG-30 Bitumen,Excluding prime / tack coat. For Bitumen VG-30 bulk -- USING 80 TPH Batch mix type hot mix plant with SCADA, Sensor Paver, Intelligent Compactor with compaction analyzer and V-Sat attachment with Stone Dust filler (SSR No. 3.48)	Rs.12,272.70	Rupees Twelve Thousand Two Hundred Seventy Two and Seventy Paisas Only	CuM	Rs.6,92,180.28
		Total amount			Rs.63,12,247.58
		Add royalty charges(schedule attached)			Rs.2,12,557.00
		Add testing charges (schedule attached)			Rs.7,440.00
		Net total amount			Rs.65,32,244.58
		Say			Rs.65,32,245.00