

MUNICIPAL CORPORATION OF BRIHANMUMBAI

**GENERAL CONDITIONS OF CONTRACT
FOR
CIVIL WORKS**

EFFECTIVE FROM 1ST APRIL, 2000

TABLE OF CONTENTS

Condition No.	Page No.	Title
		Preface
		INTERPRETATION AND DEFINATION
1.		Singular and Plural
2.		Headings & Marginal notes to conditions
3.		Gender
4.		Definitions
5.		Not used
		ENGINEER AND ENGINEER'S REPRESENTATIVE
6.		Duties and powers of the Engineer's representative
7.		Work to be in accordance with Contract. Engineer's decision
8.		Not used.
		ASSIGNMENT AND SUB-LETTING
9.		Assignment
10.		Sub-letting
11.		Not used
		CONTRACT DOCUMENT
12.		Contract Documents
13(a).		Drawings: Custody of drawings
13(b).		One copy of drawing to be kept on site
13(c).		Disruption of progress
13(d).		Delays and cost of delay of drawings
14.		Engineer to have power to issue further drawings or instructions.
15.		Discrepancies in drawings or specifications
16.		Language/s
17.		Not used
		GENERAL OBLIGATION
18.		Official Secrecy
19.		Works to be carried out
20.		Security Deposit
20(b).		Retention Money
20(d).		Refund of Security Deposit
21(a).		Inspection of site and sufficiency of tender
21(c).		Not Foreseeable Physical Obstructions or Conditions
22.		Temporary Office for the Engineer (Works costing upto Rs.50 lakhs)
23.		Temporary Office for the Engineer (Works costing upto Rs.50 lakhs)
23(a).		Permission for erection & removal of office on completion of work.
24.		Contractor's office near works

25(a).		Use of Municipal land
25(b)		Possession of site and access thereto
25(c).		Failure to give possession
26.		Water supply for municipal work
27.		Pumping out water
28.		Contractor's staff
29.		Contractor's supervision
30.		Levels
31.		Setting out the works
32.		Precautions for works in thorough-fares
33.		Maintenance of under-ground utility services
34.		Fencing, watching and lighting
35.		Materials obtained from excavation
36.		Treasure Trove Fossils etc.
37.		Protection of trees
38.		Contractor to preserve peace
39.		Sanitation
40.		Safety provisions
41.		Provision of first aid
42.		Apprentices
43		Storage of explosives
.44.		Contractor's other liabilities & Insurance
45.		Changes in constitution
46.		Facilities to the other contracts
47.		Patent, Right and Royalties
48.		Production of Vouchers
49.		Not used
50.		Not used
51.		Not used
		LABOUR
52.		Not used
53(a).		Employment of labour
53(b).		Supply of water
53(c).		Alcoholic liquor or drugs
53(d).		Arms and Ammunitions
53(e).		Festivals and Religious Custom
53(f).		Epidemics
53(g).		Disorderly conducts etc.
53(h).		Observance by Sub-contractors
53(i).		Return of Labour etc.
54.		Compliance with Labour Regulation
55.		Regulation Employment Welfare
		MATERIAL AND WORKMANSHIP
56.		Use of specifications I.S.I.
57.		Inspection & approval
58.		Uncovering and making good
59.		Materials
60.		Stock of materials required

61.		Suspension of work
62.		Rate of progress
		COMMENCEMENT TIME AND DELAYS
63.		Works closed between sunset and sunrise or on Sundays and holidays
64(a).		Commencement Time and Extension for delay
64(b).		Extension of time for completion
64(c).		Contractor to provide notification and detailed particulars
64(d).		Interim Determination of extension
65.		Compensation for delay
66.		Completion Certificate
67(a).		Works where PERT chart is required alongwith Tender
67(b).		Network Schedule & Monthly Progress Report
67(c).		Management Meeting
		MAINTENANCE AND DEFECTS
68(a).		Defects liability period
68(b).		Approval only be defects liability certificate
68(c).		Defects Liability Certificate
68(d).		Unfulfilled Obligations
69.		Liability for defects or imperfections and rectification thereof
70.		Liability for damages and risks
71.		Contractor to search
72.		Not used
		ALTERATIONS, ADDITIONS AND OMISSIONS
73(a).		Rate for excess
73(b).		Rates for extra
74.		Reimbursement refund on variation of price of labour and materials
74(a).		Controlled Materials
74(b).		Labour and other materials
74(c).		Adjustment after completion
75.		Subsequent legislation
		PLANT, TEMPORARY AND WORKS AND MATERIALS
76.		Plant and Equipment
77.		Not used.
		MEASUREMENT
78.		Records and Measurement
79.		Method of Measurement
80.		Not used
		PROVISIONAL SUM
81.		Provisional sums
82.		Not used.
		CERTIFICATES AND PAYMENTS
83.		Interim Payment
84.		Advances
85.		No interest for delayed payments due to disputes etc

85(a).		Modification of Interim Certificate
86.		Receipts to be signed in firm's name by any one of the partners
87.		Overpayment and underpayment
88.		Payment of final bill
89.		No used
		REMEDIES AND POWERS
90.		Cancellation of contract in full or in part
91.		Termination of contract for death
92.		Urgent works
93.		Not used
		FORECLOSURE
94.		Foreclosure of contract in full or in part
95.		Not used.
		SETTLEMENT OF DISPUTES
96.		Finality of decision and non-arbitrability
97.		Not used
98.		Not used
98(a).		Jurisdiction
99.		Income Tax
		NOTICES
100.		Instructions and Notices
101.		Notices to Local Bodies
102.		Not used
		CURRENCY AND PAYMENT
103.		Currency of Payment
104.		Taxation
105.		Payment of Bills and other claims
106.		Submissions of final completion drawings
		GENERAL
107.		Employment of local personnel
108.		Details to be Confidential
109.		Contractor to keep site clear
110.		Clearance of site on completion
111(a).		Inspection
111(b).		Inspection & testing
111(c).		Dates for inspection and testing
111(d).		Rejection
111(e).		Independent inspection
111(f).		Examination of work before covering up
111(g).		Uncovering and making openings
111(h).		Removal of improper work. Materials or plant
111(i).		Default of contractor in compliance
112.		Photographs of the works
113.		Personnel
		ANNEXURES
Annexure A		
Annexure B		Materials for issue to the contractor

Annexure C		Safety provisions
Annexure D		Monthly report format
Annexure E		Details of Key Personnel with tenderer who are proposed for this contract
Annexure F		List of clauses modified and newly introduced.
Index		

PREFACE

- 1.0 The need to revise the present 3rd revision of General Conditions of Contract effective from 1st June, 1991, was felt, because of changes in the MCGM's policies during the intervening period of 9 years and to bring the GCC upto-date with present situations and introduce some clauses from World Bank Standard bidding documents.
- 2.0 The present document was revised in November, 1980 to be suitable for International Competitive Bidding (I.C.B.). The document cannot be used for (I.C.B.) tenders as the World Bank insist on use of their standard bidding documents. It was, therefore, felt that present GCC which is predominantly used for local bidding, should be modified to remove the reference to ICB and foreign currency payment clauses.
- 3.0 BMC adopted the policy of not issuing the material like cement, steel and pipes to the contractors from the Municipal Store therefore, contractors are required to purchase the same from open market. This therefore, necessitated the revision of clause 84 Advances. Similarly, the clause no.20 for Security Deposits and Retention Money was also required to be revised as the deposits percentage are not proportionate with the present cost of items and therefore, revised as per World Bank norms.
- 4.0 Other important clauses which were revised are clauses 54 for compliance with labour regulations and clause 64 for commencement time and extension of delays based on Rationale adopted by World Bank conditions.
- 5.0 Clause 73(a), for deciding the rate of excess quantities beyond 150% of BOQ quantities and clause 73(b) II for extra item for percentage contracts it was made mandatory to use schedule rates if the schedules are revised or pay at fair rates if the schedule is not revised or the rates are unworkable.

- 6.0 The clauses 75 of subsequent legislation is introduced to include the increase in the cost of work due to change in statute introduced by Govt. or its agencies.
- 7.0 Clause 88 for final bill was modified as the Contractors were delaying the submission of final bills.
- 8.0 In all 21 clauses were modified and 10 new clauses are added. List of Modified clauses and newly added clauses is enclosed at Annexure-F.
- 9.0 The Committee of Senior Officers from all Departments including the CA(WSSD), CA (Finance) were formed under the Chairmanship of DMC(SE), the committee held number of meetings and reviewed the present conditions, modifications and new clauses so as to make the document at par with present times. These modifications have been scrutinized by MCA department also.
- 10.0 The modifications were discussed and finalized during the meeting held in AMC(P)'s chamber on 7/1/2000.
- 11.0 As per A.M.C.'s sanction under no.AMC(P)/D/8972 of 14/3/2000 these modifications will be made effective from 1/4/2000, through a circular under no.DMC/SE/1401/MC, dated 21/3/2000.
- 12.0 With the modifications and introduction of new clauses, reprint of the GCC document is necessary.

**Dy. Municipal Commissioner
(Special Engineering)**

Sr. No	Interpretations and Definitions	
1.	Singular and Plural.	Where the context so require, words importing the singular shall also mean the plural and vice versa.
2.	Headings & Marginal notes to Conditions.	Headings and marginal notes to these conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
3.	Gender.	Words importing in the masculine gender shall also include the feminine gender.
4.	Definitions.	<p>a) The “Employer” shall mean the Municipal Corporation for Greater Mumbai / Municipal Commissioner for Greater Mumbai, for the time being holding the said office and also his successors and shall also include all “Additional Municipal Commissioners, Director (Engineering Services & Projects)” and the Deputy Municipal Commissioner, to whom the powers under Section 56 and 56B of the Mumbai Municipal Corporation Act.</p> <p>b) The “Contract” shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor, Commissioner and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.</p> <p>c) The “Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or company as the case may be and permitted assigns of such individual or form or company.</p>

		<p>d) “Contract sum” means the sum named in the letter of acceptance including Physical contingencies subject to such addition thereto or deduction there-from as may be made under the provisions hereinafter contained.</p> <p>Note : The contract sum shall include the following –</p> <p>1) a) In the case of percentage rate contracts the estimated value of works as mentioned in the tender adjusted by the Contractor’s percentage.</p> <p>b) In the case of item rate contracts, the cost of the work arrived at after extension of the quantities shown in schedule of items / quantities by the item rates quoted by the Tenderers for various items and summation of the extended cost of each item.</p> <p>c) In case of lump sum contract, the sum for which tender is accepted.</p> <p>2) Special discount / rebate / trade discount offered by the tenderer if any and accepted by the Corporation.</p> <p>3) Additions or deletions that are accepted after opening of the tenders.</p> <p>4) Physical contingencies but excludes the amount of price variation claims under Condition no.74 of the General Conditions of the Contract for Civil Works.</p> <p>e) The “Engineer” shall mean the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer, appointed for the time being or any other officer or officers of the Municipal Corporation who may be authorized by the commissioner to carry out the functions of the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer.</p> <p>“Engineer’s Representative” shall mean the Deputy City Engineer / the Deputy Hydraulic Engineer / the Deputy Chief Engineer / the Executive Engineer, the Assistant Engineer and /</p>
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		<p>or the Sub-Engineer or any other Municipal employee or employees appointed from time to time by the Commissioner to perform the duties set forth in condition no.6 hereof and generally to assist the Engineer for the purpose of the contract and whose authority shall be notified in writing to the Contractor by the Engineer.</p> <p>f) “Expected risks” are risks due to riots (otherwise than among Contractors’ employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of government, damage from aircraft, acts of god, such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Commissioner or causes solely due to use or occupation by the Municipal Corporation of the works in respect of which a certificate of completion has been issued or a cause solely due to faulty municipal design of work.</p> <p>g) The “Corporation” or the “Municipal Corporation” shall mean the Municipal Corporation of Greater Mumbai, constituted under the B.M.C. Act.</p> <p>h) The “Annexures” referred to in these conditions shall means the relevant annexure appended to the tender papers issued by the Municipal Corporation.</p> <p>i) The “Site” mean the land and other places more specifically mentioned in the special conditions of the tender, on, under in or through which the permanent works or temporary works are to be executed and any other lands and places provided by the Municipal Corporation for working space or any other purpose as may be specifically designated in the contract as forming part of the site.</p> <p>j) “Urgent works” shall mean any urgent measures which in the</p>
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		<p>opinion of the Engineer become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.</p> <p>k) The “Works” shall mean the Works to be executed in accordance with the contract or part(s) thereof, as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.</p> <p>l) “Construction Plant” shall mean all appliances or things of whatever nature required in or about the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but shall not include materials or other things intended to form or forming part of the Permanent Works.</p> <p>m) “Temporary Works” shall mean all Temporary Works of every kind required in or about execution, completion or maintenance of the work.</p> <p>n) “Drawing” shall mean the drawings referred to in the specification and any modification of such drawings approved in writing by the Engineer and such drawings as may from time to time be furnished or approved in writing by the Engineer.</p> <p>o) “Approved” shall mean approved in writing including subsequent confirmation of previous verbal approval and “approval” shall mean approval in writing including as aforesaid.</p> <p>p) “Specification” means the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Engineer.</p> <p>q) “Tender” means the Contractor’s priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provision of the Contract, as accepted by the Letter of</p>
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		<p>Acceptance.</p> <p>r) “Letter of Acceptance” means the formal acceptance by the Employer of the tender.</p> <p>s) “Commencement Date” means the date upon which the Contractor receives the notice to commence issued by the Engineer pursuant to Clause 64.</p> <p>t) “Time for Completion” means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause 64 calculated from the Commencement Date.</p>
5.		Not used.
6.	Duties and powers of the Engineer’s representative	<p>The duties of the representative of the Engineer are to check, watch and supervise the work and to test and examine any material to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract nor to except as expressly provided here under or elsewhere in the contract to order any work involving delay or any extra payment by the Municipal Corporation nor to make any variation of or in the works.</p> <p>The Engineer may from time to time in writing delegate to the Engineer’s representative any of the powers or authorities vested in the Engineer and shall furnish to the Contractor a copy of all such written delegations of powers and authorities. Any written instruction or approvals given by the Engineer’s Representative to the contractor with the terms of such delegation (but not otherwise) shall be binding on the Contractor as if given by the Engineer.</p> <p>Failure of the representative of the Engineer to disapprove any work or material shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the pulling down, removal or breaking up thereof.</p> <p>If the Contractor shall be dissatisfied with any decision of the</p>

		representative of the Engineer he shall be entitled to refer the matter of the Engineer who shall thereupon confirm, reverse or vary such decision.
7.	Work to be in accordance with Contract. Engineer's decision.	<p>Unless it is legally or physically impossible, the Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Engineer.</p> <p>The whole of the work shall be under the direction of the Engineer, whose decision shall be final, conclusive and binding on all parties to the contract, on all questions relating to the construction and meaning of plans, working drawings, sections, and specification connected with the work.</p>
8.		Deleted.
9.	Assignment	The Contractor shall not assign transfer or attempt to assign, transfer the Contract or any part thereof, or any benefit or interest therein or thereunder otherwise than by a charge in favour of the Contractor's bankers of any Money due or to become due under this contract, without the prior written approval of the Commissioner.
10	Sub-letting	The Contractor shall not sub-let or attempt to sub-let the whole of the works. Except where otherwise provided by the Contract, the Contractor shall not sub-let any part of the works without the prior written approval of the Engineer, which shall not be unreasonably withheld, and such approval, if given, shall not relieve the contractor from any liability or obligation under defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractors, his agents, servants or workmen. Provided always that the engagement of labour on a piece-work basis or labour with material not to be incorporated in the work shall not be deemed to be a sub-letting under this clause.
11		Deleted.

12	Contract Documents	<p>The Contractor shall be furnished, free of charge, two certified true copies of the contract documents and all further drawings which may be issued during the progress of the work. He shall keep one of these documents on site in good order, and the same shall at all reasonable time be available for inspection and used by the Engineer, his representative, or other inspecting officers.</p> <p>None of these documents shall be used by the Contractor for any purpose other than that of this contract.</p>
13.	Drawings: Custody of drawings	<p>The Drawings shall remain in the sole custody of Engineer, but two copies thereof, shall be furnished to the Contractor free of charge. The Contractor shall provide an made at his own expense any further copies required by him. At the completion of the Contract, the Contractor shall return to the Engineer all drawings provided under the Contract.</p>
b)	One copy of drawing to be kept on site.	<p>One copy of the drawings, furnished to the Contractors as aforesaid, shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other persons authorized by the Engineer in writing.</p>
c)	Disruption of Progress.	<p>The Contractor shall give written notice to the Engineer whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order, including a direction, instruction or approval, is issued by the Engineer within reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.</p>
d)	Delays and Cost of delay of drawings.	<p>If by reason of any failure or inability of the Engineer to issue within a time reasonable in all the circumstances any drawing or order requested by the Contractor in accordance with the sub-clause(c) of this condition the Contractor suffers delay and / or incurs cost then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under sub-clause (h) of condition no.64 hereof and the</p>

		Contractor shall be pad the amount of such cost as shall be reasonable.
14	Engineer to have power to issue further drawings or instructions	<p>The Engineer shall have the power and authority from time to time and at al times to make and issue such further drawings and to give such further instructions and directions as ay appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and the Engineer may also alter or vary the levels or position of nay works contemplated by the specifications, or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, ad if needful, may order that other works shall be substituted instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract, as provided under condition no.73 hereinafter.</p> <p>No work which radically changes the original nature of the Contract shall be ordered by the Engineer and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of Contract he shall nevertheless carry it out and disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with condition no.96.</p> <p>The time for completion of the Works, shall be in even of any deviations resulting in additional cost over the contract sum being ordered, be extended or reduced reasonably by the Engineer. The Engineer's decision in this case shall be final.</p>
15	Discrepanci	The drawings and specifications are to be considered as mutually

	es in drawings or specifications.	<p>explanatory of each other, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and special conditions in preference to general conditions. Special directions and / or dimensions given in the specifications shall supersede all else. Should any discrepancies, however, appear, or should any misunderstanding arise as to the meaning and import of the said specifications or drawings, or as to the dimensions or the quality of the materials or the due and proper execution of the Works, or as to the measurement or quality and valuation of the Works, or as to the measurement or quality and valuation of the Works execution under this Contract, or as extra thereupon the same shall be explained by the Engineer, and his explanation shall, subject to the final decision of the Commissioner in case a reference be made to him under condition no.96 be binding upon the Contractor and Contractor shall execute the Works according to such explanation (subject to aforesaid) and shall also do all such Works and required things as may be necessary for the proper completion of Works as implied by the drawings and specifications, even though such Works and things are not specifically shown and described in the said drawings and specifications.</p> <p>Provided always that if in the opinion of the Engineer compliance with any such instructions shall involve the Contractor in any expenses which by reason of any such ambiguity or discrepancy, the Contractor did not and had reasons not to anticipate the extra charges if any shall be paid in accordance with conditions 73(a) & (b).</p>
16	Language/s	The language of the Contract shall be English and all correspondence, drawings etc. shall conform to the English language.
17		Deleted.
18	Official	The Contractor shall take whenever required necessary steps to

	Secrecy	ensure that all persons employed on any work in connection with this Contract have notice that the India official Secretes Act 1923 (XIX of 1923) applies to them and shall continue to apply even after execution of such work under the Contract.
19	Works to be carried out	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of works / items / quantities, and the Bills of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in, return or empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.
20	Security Deposit	<p>The Contractor shall pay a Security Deposit / Performance Security equal to 2 (Two) percent of the Contract sum for due fulfillment of the Contract and retention money equal to 5 (five) percent of the contract sum, which will be recovered from Contractor's running bills. In case the original Contract is varied and Contract sum has increased, the Contractor will have to pay seven percent Security Deposit on revised Contract sum, within a period of one month from the receipt of intimation in writing of acceptance of the varied Contract.</p> <p>The mode of making this Deposit is as under:</p> <p>a) Initial or Contract deposit :</p> <p>1) A sum, amounting to two percent of the contract sum shall be paid within 15 days after receipt of intimation in writing of acceptance of tender. It is optional to the Contractor to make the Contract deposit in one or the other of the following ways :</p> <p>(i) Wholly in case; or</p>

		<p>(ii) Wholly in public securities; or</p> <p>(iii) Partly in cash and partly in public securities; or</p> <p>(iv) By way of General Undertaking and Guarantee issued on behalf of the Contractors by the Bank on approved list of the Municipal Corporation, provided the Bankers Guarantee is renewed as required and / or directed from time to time so as to cover the entire period of the contract including the extended period, till completion of the defects liability period and thereafter the time required for preparation of the final bill by the Contractors after the accounts are finalized, i.e. upto the period the final bill is admitted for payment, subject to the provisions contained in condition no.20d hereafter.</p> <p>2) If the security deposit / performance security is paid in the manner as clause (ii) or (iii) of sub-para(1) above, the value of public securities to be lodged as deposits shall be taken as ten percent below the market value on the day of acceptance or at their face value whichever is less.</p> <p>In case the deposit is paid by the transfer of G.P. Notes, the endorsement in favour of the Municipal Corporation should be “pay to The Municipal Commissioner of Greater Mumbai or order” and should bear the “EXAMINED” stamp of the Public Debt Office, Reserve Bank of India.</p> <p>In case of Mumbai Municipal debentures, the transfer endorsement should bear the “EXAMINED” stamp of the State Bank of India.</p> <p>All the charges for safe custody and withdrawal or collection of interest etc. on the paper deposit shall be payable by the Contractor. Securities encased for payment of interest in Mumbai only shall be accepted as deposits as aforesaid.</p>
b)	Retention Money.	<p>b) The mode of recovery of retention money is as under :</p> <p>The retention money shall be recovered from the Contractors running bills at the rate of five percent of the Interim Payment</p>

		<p>Certificate. If the Contractor so requests, the Engineer will when the cumulative amount of retention money has reached Rs.5,00,000/- (Rs. Five lakhs) pay the excess of cumulative amount of retention money to the Contractor upon lodgement with the Corporation of a Bank Guarantee issued by a Bank acceptable to the Corporation in a like amount. If the Bank Guarantee is not renewed seven days before expiry of validity period, it will be encashed.</p> <p>c) All compensation or other sums of money payable by the Contractor under the terms of this Contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of his security deposit / retention money or from the interest arising therefrom or from any sums which may be due or may become due to the Contractor by the Municipal Corporation on any account whatsoever, and in the event of his security deposit / retention money being reduce by reasons of any such deduction or sale as aforesaid, the Contractor shall within 14 days of receipt of notice of demand from the Engineer make good the deficit.</p> <p>In the event of the said deposit having been made by the Contractor by delivery to the Commissioner of the General Undertaking and Guarantee of the Banker of the Contractor, and of the contractor under any of the provisions of this contract becoming subject to or liable for any penalty or damages liquidated or un-liquidated or of the said deposit becoming forfeited for any breach or failure or determination of Contract, then, and in any such case the amount of any such penalty or damages and the deposit so forfeited if not previously paid to the commissioner shall immediately on demand be paid by the said Bankers to and may be forfeited by the Commissioner under and in terms of the said General Undertaking and Guarantee.</p>
	d)	The Security Deposit / Retention

		Money / performance guarantee shall be refunded to the contractor only on finalization of final bill, settlement of accounts of work by the contractor in all respect or after the completion of defect liability period, which ever is later.
21	Inspection of site and sufficiency of tender	<p>a) The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.</p> <p>b) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items / quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding.</p>
c)	Not Foreseeable Physical Obstructions or Conditions	<p>c) If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Contractor, determine:</p> <p>(i) any extension of time to which the Contractor is entitled under Clause 64 and</p>

		<p>(ii) the amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price.</p> <p>And shall notify the Contractor accordingly. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer.</p>
22	Temporary Office for the Engineer (Works costing upto Rs.50 Lakhs)	The Contractor shall at his own cost and to satisfaction of the Engineer provide a small office, Porta cabin type, at the work-site as per the standard Drawing No.328 of 2-12-86/MA/H/ which will include tables, chairs and lockers for keeping the records. He shall also make necessary arrangements for drinking water etc.
23	Temporary office for the Engineer (Works costing above Rs.50 lakhs)	The Contractor shall at his own cost and to satisfaction of the Engineer provide a small water-proof temporary office Porta cabin type at the work-site which will include (tables, chairs and lockers for keeping the records. He shall also make necessary arrangements for drinking water, latrines, with doors, windows, locks, bolts and fastenings sufficient for security for the Engineer, and his subordinates, as close to the works from time to time in progress as can be conveniently arranged, and shall at his own cost furnish the office with such chairs, tables, lockers, locks and fastenings as may be required by the Engineer, and no expense of any kind in connection with the erection or upkeep of the offices or fittings shall be borne by the Corporation, but all such work shall be carried out by the Contractor and the expenses thereof defrayed by him. The Contractor shall also make water connections and fit up stand pipe with a bib tap at each office. The latrines and the water

		connections shall be subject to all the conditions herein elsewhere laid down for temporary water connection and latrines generally.
a)	Permission for erection and removal of office on completion of work.	<p>The tenderer shall obtain permission for erection of site office, cement godown, store, etc. on payment of necessary charges as demanded by the concerned authorities as per the prevailing rules.</p> <p>The cement godown, Watchman cabins, etc. shall be provided as directed and shall be removed by the Tenderers on completion of the work at their cost. It is binding on the Tenderer to fulfill requirements of Environmental Authorities.</p>
24	Contractor's office near works	The Contractor shall have an office near the works at which notice from the Commissioner or the Engineer may be served and shall, between the hours of sunrise and sunset on all working days, have a clerk or some other authorized person always present at such office upon whom such notices may be served and service of any notices left with such clerk or other authorized person or at such office shall be deemed good service upon the Contractor.
25	Use of Municipal Land	<p>a) The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of site until instructed to do so by the Engineer in writing. The portion of the site to be occupied by the Contractor shall be defined and / or marked on the site plan, failing which these shall be indicated by the Engineer and the Contractor shall on no account be allowed to extend his operations beyond these areas. The Contractor will be allowed to use such land, free of charge, for the purpose of sheds, offices thereon for themselves and for the Engineer and his subordinates and shall remove the same from the ground on the completion of the works, or when required to do so, by the Engineer after receiving 7 days notice. He shall make good any damage which may have been done and restore to good condition any thing which may have been disturbed during the period of his occupation.</p> <p>He shall not use or allow to be used any such ground, sheds or offices, or any portion of the site of the works, for any other</p>

		<p>purpose than the carrying out of works under this Contract. In the event of there being on plot or ground or insufficiency of ground belonging to the Corporation available for the above purpose, the Contractor shall provide other such ground at his own cost. The Contractor shall in any case pay all taxes which may have to be paid in respect of all ground, sheds or offices used as above, and all the license fees, etc. that may be used as above, and all the license fees, etc. that may be demanded for the storage or otherwise of the various articles as per rules in force. The Contractor shall provide, if necessary or if required on the site all temporary accesses thereto and shall later, adopt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and make good all damage done to the site.</p>
b)		<p>b) Save in so far as the Contract may prescribed:</p> <p>(i) The extent of portions of the site of which the Contractor is to be given possession from time to time.</p> <p>(ii) The order in which such portions shall be made available to the Contractor.</p> <p>(iii) And, subject to any requirement in the contract as to the order in which the Works shall be executed, the Employer will, with the Engineer's notice to commence the Works, give to the Contractor possession of so much of the site and</p> <p>(iv) Such access as, in accordance with the Contract, is to be provided by the Employer as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 67B if any, and otherwise in accordance with such reasonable proposals as the Contractor shall, by notice to the Engineer make. The Employer will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor</p>

		to proceed with the execution of the Works with due dispatch in accordance with such programme or proposals, as the case may be.
c)	Failure to give possession.	<p>c) If the Contractor suffers delay and / or incurs costs from failure on the part of the Employer to give possession in accordance with the terms of Sub Clause 25(b), the Engineer shall after due consultation with the Contractor, determine :</p> <p>(i) any extension of time to which the Contractor is entitled under Clause 64 and</p> <p>(ii) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly.</p>
26	Water Supply for Municipal Work.	<p>Water made available to the Contractor from either nearest municipal main or other municipal source of lakes or wells shall not be charged to the contractors. Water charges shall not therefore, be recovered from the contractors bills.</p> <p>For all purposes connected with the work, quantity of water that may be available to the Contractor through an un-metered connection. From nearest Municipal main, if available will not be chargeable to the Contractor and should be governed as per terms and conditions laid down by the H.E. The adequacy of connection for construction purpose will be decided by H.E. and his decision in this regard would be final and binding on the contractors.</p> <p>The Contractor will have to make his own arrangements to get at his cost necessary water connection from the Municipal mains, if available. It is, however, agreed that if in the opinion of the Hydraulic Engineer, water is used improperly or wasted, the Hydraulic Engineer may cause the un-metered supply of water to be discontinued and the water will be supplied to the Contractor through a metered connection. He will be charged at the prevailing rates for the quantity of water which in the opinion of the Hydraulic Engineer, has been used in excess of a reasonable quantity required</p>

		<p>to be used on that work.</p> <p>The Contractors will be charged for all the cost connected with taking any connections with the mains that may be required for the purpose of the work, and for afterwards cutting off such connections, besides the usual Municipal charges for the use of the meters, if any, fixed by the water department in case of improper use or wastage of water. In the event of the meter getting damaged, or found to be out of order, inaccurate or tampered with, the excess quantity of water chargeable due to misuse will be assessed on the discharging capacity of the water connection.</p> <p>In case the Contractor finds the water supply to be inadequate for the construction of the work, the balance quantity of water shall be procured by the contractor and the cost of procuring, pumping and conveyance of the balance quantity of water shall be entirely borne by the contractor.</p> <p>In case municipal water mains are not available nearby, contractors attention is invited to Condition No.21 given here before. In such cases, the contractor shall have to make his own arrangements for procuring, pumping and conveyance of water at his cost.</p> <p>The Contractor may be allowed to use water from the Municipal hydrants subject to such terms and conditions as shall be laid down by the Hydraulic Engineer. The payment for use of water from municipal hydrants shall be entirely borne by the Contractors.</p> <p>The Engineer may, however, allow use of water from other sources, viz. lakes, wells, etc. for construction purposes only in consultation with the Hydraulic Engineer provided such permission is requested sufficiently in advance. In all these cases the Contractor shall have to make his own arrangements for pumping and conveyance of water. The payment for use of water from such sources shall also be entirely borne by the Contractor.</p>
27	Pumping out Water.	The Contractor will be required to provide and work at his own cost all pumps, engines and machinery requisite to keep the trenches for

		<p>the sewer, drains or foundations and all other excavations clear of water, whether subsoil water, storm waste or leakage from tanks, wells, drains, sewers, water mains, tide water etc. so that there may be no accumulation of such water and no setting out may be done, no masonry may be laid, no concrete deposited, no joints made and no measurements taken in water. The pumping shall be continued so long after the execution of any portion of the Work as the Engineer may consider necessary for the work to set. For the purpose of keeping the excavations as dry as possible the work would, if necessary be divided into sections or separate portions as per best engineering practices and temporary dams will have to be put up by the Contractor, sumps for the suction pipes to work in, will have to be excavated by the Contractor at such distances apart and to such depths as the as per best engineering practices. When the work progresses other sumps must, from time to time, be excavated by the Contractor, disused sumps being filled up by him with dry rubble carefully hand packed to the satisfaction of the Engineer. The Contractor will not be paid extra for any temporary dams or sumps or their removal or refilling nor will such works be taken into measurement in any way, unless otherwise provided.</p> <p>The Contractor shall not allow any accumulation of water either from the Discharge of his dewatering pumps or his water connections on site of his work. The Contractor shall make proper provision for leading the pumped discharge to the nearest water entrance, storm water drain, manholes, or water course by means of a wooden or G.I. channel or hose pipe. Under no circumstances the discharge will be allowed to flow, along a paved surface. If an accumulation is unavoidable, it shall be treated with insecticides to the satisfaction of the Engineer. In case of failure to do this on the part of Contractor such accumulation shall be treated by the Municipal Corporation at the risk and cost of the Contractor.</p> <p>The contractors should note that under no circumstances any payment for pumping out water finding its way into trenches, hill</p>
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		cutting, excavated pits, works site etc. from whatever sources will be permissible unless otherwise specifically in the tender.
28	Contractors ' staff	The Contractor shall employ in and about the execution of works only such persons as are skilled and are experienced in their several trades and the Engineer shall be at liberty to object to and require the Contractor to remove from the works any person, employed by the Contractor in or about the execution of the works, who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer.
29	Contractors ' Supervision	The Contractor shall himself supervise the execution of works or shall appoint competent agent approved by the Engineer to act in his stead. If, in the opinion of the Engineer the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the Contractor shall at his own expense, employ as his accredited agent an Engineer or a suitably qualified and experienced person approved by the Engineer. The name of the agent so appointed, alongwith the qualifications, experience and address shall be communicated to the Engineer. The agent shall be a responsible person adequately authorized by the Contractor to take decision on site and to spend money if required for procuring material and labour etc. to carry out emergency works in the interest of the contract Work, if so required by the Engineer. Orders given to Contractor's agent shall be considered to have the same force as if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as directed by the Engineer, the Engineer shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works.
30	Levels.	All levels referred to in connection with these works are based on the plane known as the Mumbai Town Hall Datum (T.H.D) which

		is 24.46 m. (80.257 feet) below the Mean Sea Level.
31	Setting out the works.	<p>The Engineer shall supply dimensioned drawings, level and other information necessary to enable the Contractor to set out the works. The Contractor shall provide all setting out apparatus at his own cost, such as leveling instruments in good working condition and appliances, all pegs, ranging rods, long measuring rods, marked meters, and decimeters and each meter and decimeter numbered, posts and sight-0rails, boning rods, moulds, templates, etc. together with any reasonable number of labourers that may be required and set out eh work and be responsible for the accuracy of the same. The Contractor shall amend at his own cost and to the satisfaction of the Engineer any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer, in which case the cost of rectification shall be borne by the Municipal Corporation. The Contractor shall protect and preserve all bench marks used in setting out the works till the end of Defects Liability period unless the Engineer directs its early removal. The Contractor should also be keep leveling instrument in good working condition throughout the period of construction work on site.</p>
32	Precautions for works in thorough-fares.	<p>While the execution of any work is in progress in any street or thoroughfare the Contractor at his own cost shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare, and for any drainage, water supply, or means of lighting or any other utility service which may be interrupted by reason of execution of the work. Whenever it may be necessary to stop the traffic in any street or thoroughfare permission must first be obtained from the Engineer and the Contractor shall then put up such barriers and adopt such other measures or take precautions as may be necessary or as the Engineer may direct for regulation of traffic. The work shall in such cases be executed night and day or for as long a period as practicable if so ordered by the Engineer, and with such speed and vigour as he may require, so that the traffic may be impeded for</p>

		as short a time as possible. The Contractor shall remove the barriers as soon as the necessity for them has ceased. Care shall be taken by the Contractor to cause the least possible obstruction to traffic during the progress of the work.
33	Maintenance of underground utility services.	<p>All the underground utility services such as water pipes, gas pipes, drains, sewers, cables, etc. which may be met up in or about any excavation, shall if the Engineer deem it practicable, be properly maintained and protected by the Contractor himself or through other agency by means of shoring, strutting, planking over, padding or otherwise as directed by the Engineer during the progress of the work without claiming any extra charges. Any damage to these underground utility services shall be immediately remedied by the Contractor or by other agency at his own cost, failing which the Engineer may with or without notice adopt such measures as he may deem necessary at the risk and cost of the Contractor.</p> <p>If on the other hand, the Engineer considers it impracticable for the Contractor to maintain any such underground utility services and that the exigencies of the work necessitate, the breaking down, removal or diversion of the said utility services, the cost of such breaking down, removal or diversion including that of rebuilding, replacing, diverting and reinstating of any such utility services shall be paid to the Contractor if done by him. However, the cost of providing pumps, chutes or other appliances as the Engineer may direct for the raising or temporary passage of the water or sewage and the cost of pumping out or removing as often as the Engineer may direct, any water or sewage which may escape from any such underground utility services, shall be borne by the Contractor.</p>
34	Fencing, watching and lighting.	The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or as required by the Engineer for the protection of the safety and convenience of those employed on the works or the public. In the event of failure on the part of the Contractor, the Engineer may with or without notice to the Contractor put up a fence or improve a

		fence already put up or provide and / or improve the lighting or adopt such other measures as he may deem necessary, and all the cost of such procedures as may be adopted by the Engineer shall be borne by the Contractor. In addition the Engineer may impose such fines or penalty as the Engineer may deem reasonable, under condition no.100.
35	Materials obtained from Excavation.	Materials of any kind obtained from excavation of the site shall remain the property of the Municipal Corporation and shall be disposed off as the Engineer may direct.
36	Treasure Trove Fossils etc.	All fossils, coins, articles of value or antiquity and structural and other remains things of geological or archaeological interest discovered in or upon the site shall be absolute property of the Municipal Corporation and the Contractor shall duly preserve them and shall take precautions to prevent his workmen or any other person from removing or damaging any such articles or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer with such discovery and shall from time to time deliver the same to such person or persons as the Engineer may from time to time appoint to receive the same at the expense of the Corporation..
37	Protection of trees.	Trees designated by the Engineer shall be protected from damage during the course of the work and earth level within one metre of each such tree shall not be changed. Where necessary, such trees shall be protected temporary fencing. All such cost shall be borne by the Contractor.
38	Contractor to preserve peace.	The Contractor shall at all times during the progress of the work take all requisite precaution and use his best endeavors for preventing any riotous or unlawful behavior by or amongst the workers and other employed on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. He shall also pay the charges of such special police (if any) as the Engineer may deem necessary.

39	Sanitation.	<p>The Contractor shall, at his own cost, make all necessary provisions for health and safety of his work-people. He shall, when required by the Engineer, provide proper latrines and urinals to the satisfaction of the Engineer in such numbers and in such localities as he may require, and shall take all steps necessary to compel his work-people to resort to such latrines and urinals, and shall dismiss from his employ and remove from the works any one detected obeying the calls of nature in any place, other than the conveniences allotted for such purposes. The said latrines shall be under the superintendence and orders of the Engineer or his subordinates, and shall be served with Municipal Halalkhore service. The Contractor shall, on no account, allow any huts erect on Municipal property unless otherwise permitted by the Engineer in writing, to be inhabited after sunset by anyone 3except the watchmen required for the Works, and none of his employees, except such watchmen as aforesaid, shall sleep at night on any part of the Works. In case of any offence committed by any of the work people or employees of the Contractor against any of the provisions of this condition the Contractor shall be liable to a penalty not exceeding Rupees Ten for every such offense and the same shall be charged to the amount of the Contractor.</p> <p>If the works are situated outside the limits of Greater Mumbai, rules and regulations of the local authority shall be made applicable to the Contractors and all the cost and any local taxes thereof shall be borne by the Contractor.</p>
40	Safety Provisions.	<p>The Contractor shall at his own expense arrange for the safety provisions indicated in Annexure 'C' or as required by the Engineer, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer shall be entitled to do so and recover the costs thereof from the Contractor.</p>

41	Provision of first aid.	The Contractor shall at his own cost provide and maintain at the site of works a standard first aid box as directed and approved by the Engineer for the use of his own as well as the Municipal Staff on site.
42	Apprentices	The Contractor shall during the term of this agreement maintain as a part of his organization a system of apprenticeship for training craftsmen, as may be approved by the Engineer. Failure on the part of the Contractor to observe the stipulations of this condition shall be deemed to be a failure to employ a sufficient number of proper and efficient workmen within the meaning of condition no.53 and all the rights and remedies of the Commissioner therein provided including the power to determine the Contract shall be applicable in such case.
43	Storage of explosives.	The Contractor shall obtain the previous permission of the competent authority such as the Chief of Fire Services for the site, manner and method of storing explosives near the site of work. All handling of explosives, including storage, transport shall be carried out under the rules approved by the “Explosives Department of the Government”.
44	Contractor's other liabilities & Insurance.	<p>From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Municipal Tools and Plants from any cause whatsoever (Save and except Expected Risks) and shall at his own cost repair and make good the same so that at completion, the works and all Municipal Tools and Plants shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer.</p> <p>In the event of any loss or damage to the works or any part thereof or to any Tool and Plant or to any material or article at the site from any of the Expected Risks of the following provisions shall have</p>

	<p>effect.</p> <p>a) The Contractor shall as may be directed in writing by the Engineer, remove from the site any debris and so much of the works as shall have been damaged, taking to the Municipal Stores such Municipal Tools & Plants articles and / or materials as may be directed.</p> <p>b) The Contractor shall, as may be directed in writing by the Engineer, proceed with the erection and completion of the works in accordance with the provisions and conditions of the Contract.</p> <p>c) There will be added to the Contract sum the net amount due, ascertained in the same manner as per deviations, or as prescribed for payment, in respect of the re-execution of the works lost or damaged, the replacement of any Tools and Plants and of any materials and articles lost or damaged but not incorporated in the Works on the day when the loss or damage occurred and removal, by the Contractor as provided above of Municipal Tools and Plants, articles and / or materials to the municipal stores and of the debris and damaged works referred to therein.</p> <p>Before commencing execution of the work, the Contractors shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage loss or injury which may occur to any property (Private, Government and / or Municipal) or to any person (including any employee of the Municipal Corporation) by or arising out of the contract.</p> <p>“All insurances to be affected by the Contractors and / or his sub-contractors shall be taken out with Directorate of Insurance, Maharashtra State only”. In case, however, a particular aspect is not covered under the policy to be obtained from the Directorate of Insurance, Maharashtra State, the Contractor will be allowed to have such insurance from other insurance company with the prior</p>
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	<p>permission of the Commissioner.</p> <p>If required by the Engineer, the Contractor shall, without limiting the obligations and responsibilities under this condition insure that work (from commencement to completion) the Municipal Tools and Plants hired by the Contractor and all materials at site at their full value against the risk of loss or damage from whatever cause arising, other than that of the Excepted Risks. The said insurance shall be in the joint names of the Commissioner and the Contractor, and the Contractor shall deposit with the Commissioner the said policy or policies along with the receipts for premia of such insurance from time to time. All moneys payable by the insurers under such policy or policies shall be recovered by the Municipal Corporation and shall be paid to the Contractor in installments by the Commissioner for the purpose of rebuilding or replacement or repair of the works and or goods destroyed or damaged as the case may be.</p> <p>If the Contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this condition, the said policy shall be assigned by the Contractor, in favour of the Municipal Corporation; provided, however, if any amount is payable under the policy by the insurers in respect of Works other than the works under this Contract the same maybe recovered by the Contractor directly from the insurers.</p> <p>PROVIDED always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as have been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.</p> <p>Where a Municipal Building part thereof is rented by the contractor or is allowed to be used by him he shall insure the entire building if the building or any part thereof is used by him for the purpose of</p>
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		<p>storing or using materials of combustible nature as to which the decision of the Engineer shall be final and binding.</p> <p>The Contractor shall indemnify and keep indemnified the Municipal Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.</p> <p>PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to the Municipal Corporation against any compensation or damage caused by the Expected Risks.</p> <p>The Contractor shall at all times indemnify the Municipal Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act 1948, Employers Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Dispute Act 1947, Indian Factories Act 1948 and Maternity Benefit Act 1961 or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury have resulted from any act of the Municipal Corporation, their agents or servants and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim without limiting his obligations and liabilities as above provided. The Contractor shall insure against all claims damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.</p>
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45	Changes in constitution	<p>Where the contractor is a partnership firm, the prior approval in writing of the Commissioner shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or Hindu Undivided Family business concern such</p>

		approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership form would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of the condition no.90 hereof and the same action may be taken and the same consequences shall ensure as provided for in the said condition.
46	Facilities to the other contractors.	The contractor shall, in accordance with the requirements of the Engineer, afford all reasonable facilities to other Contractors engaged contemporaneously on separate Contracts in connection with the Works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any Contract which the Municipal Corporation may enter into in connection with or ancillary to the Works.
47	Patent, Right and Royalties.	The contractor shall save harmless and indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works or any of them.
48	Production of Vouchers.	The Contractor shall, produce all quotations, invoices vouchers and accounts or receipt etc. to prove that the materials supplied by him are in conformity with the specifications laid down in the Contract and the same are brought to the site and utilized on the said works.
49		DELETED

50		DELETED
51		DELETED
52		DELETED
53	Employment of Labour	<p>a) The Contractor shall employ the labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship, of the degree specified in the Contract and to the satisfaction of the Engineer. The Contractor shall not employ in connection with the Work any child who has not completed his 15th year of age. He shall also not employ an adolescent who has not completed his 18th year unless he is certified fit for work as an adult as prescribed under clause (b) of sub-section (2) of section 69 of the Factories Act, 1948.</p> <p>The Contractor shall also see that all the provisions regarding employment of yond persons covered by the Employment of Children Act, 1933 and the Factories Act, 1948 as amended from time to time shall be fully complied with. The Contractor shall also see that the provisions set for under the Minimum Wages Act and contract regulation and abolition Act, 1970 with the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971 as amended from time to time are fully complied with by him and shall maintain necessary registers and records for payment of wages, overtime, etc. made to his workmen as required by the Conciliation Officer (Central), Ministry of Labour, GoI, or such other authorized person appointed by the Central or State Government.</p> <p>The Contractor shall make his own arrangement for the engagement of all labour local or otherwise.</p> <p>The Contractor shall indemnify the Municipal Corporation or any agent, servant or employee of Municipal Corporation for any lapses on the part of contractor on account of non-</p>

		compliance of above referred acts.
b)	Supply of Water.	b) The Contractor shall having regard to local conditions, provide on the site, to the satisfaction of the Engineer's representative, an adequate supply of drinking and other water for the use of Contractor's staff and work people.
c)	Alcoholic Liquor or drugs	c) The Contractor shall not otherwise than in accordance with statutes, ordinances and Government regulation or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importations, sale, gift, barter or disposal of his sub-contractor, agents or employees.
d)	Arms and Ammunitions	d) The Contractor shall not give, barter or otherwise dispose off to any person or persons, any arms or ammunitions of any kind or permit or suffer the same as aforesaid.
e)	Festivals and Religious Custom.	e) The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and customs religious or other customs.
f)	Epidemics	f) In the event of any out-break of illness of an epidemic nature the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
g)	Disorderly conducts etc.	g) The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preparation of peace and protection of persons and property in the neighbourhood of the works against the same.
h)	Observance by Sub-contractors	h) The Contractor shall be responsible for observance by his sub-contractors of the foregoing provisions.
i)	Return of Labour etc.	i) The Contractor shall, if required by the Engineer, deliver this to the Engineer's Representative, or office, a return in detail in such form and at such intervals as Engineer may prescribe

		<p>showing supervisory staff and the number of the several class of labour from time to time employed by the Contractor on the Site and such information respecting constructional plant as the Engineer's representative may require.</p>
54	<p>Compliance with Labour Regulation.</p>	<p>During compliance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of State or Central Government or local authority and any other law (including rules), regulations, bye laws that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The provisions quoted are only indicative. The contractor should refer the latest labour regulations bye laws etc. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. The Employer is caused to pay or reimburse, such amounts as may be necessary to cause of observe, or for non-observance of the provisions stipulated in the notifications including amendments if any, on the part of the contractor, the Engineer / Employer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.</p> <p>The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the Employer at any point of time.</p> <p>SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.</p> <p>i) Workman Compensation Act, 1923:</p>

		<p>The Act provides for compensation in case of injury by accident arising out of and during the course of employment.</p> <p>ii) Payment of Gratuity Act, 1972:</p> <p>Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death at the rate of 15 days wages for every completed year of service. The act is applicable to all establishments employing 10 or more employees.</p> <p>iii) Employees PF and Miscellaneous Provision Act, 1952:</p> <p>The Act provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are –</p> <ol style="list-style-type: none"> a) Pension or family pension on retirement or death as the case may be. b) Deposit linked insurance on the death in harness of the worker. c) Payment of PF accumulation on retirement / death, etc. <p>iv) Maternity Benefit Act, 1951:</p> <p>Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.</p> <p>v) Contract labour (Regulation and Abolition) Act, 1970:</p> <p>The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the contractor fails to provide, the same are required to be provided by the Principal Employers by law. The principal employer is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishment or contractor of principle employer if they employ 20 ore more contract labour.</p>
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		<p>vi) Minimum Wages Act, 1948:</p> <p>The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employments.</p> <p>vii) Payment of Wages Act, 1936:</p> <p>It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.</p> <p>viii) Equal Remuneration Act, 1979:</p> <p>The Act provides for payment of equal wages for work of equal nature to Male & Female workers and not for making discrimination against Female employees in the matters of transfers, training and promotions, etc.</p> <p>ix) Payment of Bonus Act, 1965:</p> <p>The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 200% of wages to employees drawing Rs.35,000/- p.m. or less. The bonus to be paid to or employees getting Rs.2,500/- p.m. above upto 3,500/- p.m. shall be worked out by taking wages as Rs.2,500/- p.m. only. The act does not apply to certain establishments. The newly set up establishments are exempted or five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of the Act.</p> <p>x) Industrial Disputes Act, 1947:</p> <p>The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or</p>
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		<p>retrenching the employees or closing down the establishment.</p> <p>xi) Industrial Employment (Standing Orders) Act, 1946:</p> <p>It is applicable to all establishments employing 1000 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the employer or matters provided in the Act and get the same certified by the designated Authority.</p> <p>xii) Trade Unions Act, 1926:</p> <p>The Act lays down the procedure for registration of trade unions of workmen and employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.</p> <p>xiii) Child labour (prohibition and regulation) Act, 1986:</p> <p>The Act prohibits employment of children below 14 years of age in certain occupation and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.</p> <p>xiv) Inter-State migrant Workmen's (Regulation of Employment and Conditions of Service) Act, 1979:</p> <p>The Act is applicable to an establishment which employees 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.</p>
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		<p>xv) The Building & other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and the Cess Act of 1996.</p> <p>All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at rate no exceeding 2% of the cost of construction as may be notified by the government. The employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as, Canteens, First-Aid facilities, ambulance, housing accommodation for workers near the workplace etc. The employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.</p> <p>xvi) The Factories Act, 1948:</p> <p>The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.</p>
55	Regulation of Employment Welfare.	<p>The Contractor, which expression shall include sub-contractor or any such person or group of persons representing the contractor who are and, required to handle iron and steel materials shall register themselves as employer with the Mumbai Iron and Steel Labour Board and shall completely fulfill all the obligatory provisions of the Maharashtra Mathadi, Hamal and other Manual Workers (Regulation of Employment Welfare Act, 1969) and the Mumbai Iron and Steel Unprotected Workers (Regulation of Employment and Welfare Scheme, 1970). The consequences of failure of compliance of any of these provisions will entirely be the</p>

		liability and responsibility of the Contractor.
56	Use of Specification I.S.I.	In case where no particular specification is given for any article to be used under the contract, the relevant specification, where on I.S.I. exists, of the Indian Standards Institution shall apply.
57	Inspection & Approval.	<p>All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer or his authorized representative when each stage is ready. In default of such notice, the Engineer shall be entitled to appraise the quality and extent thereof.</p> <p>No work shall be covered up or put out of view without the approval of the Engineer or his authorized representative and the contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or out of view and for examination of foundation before permanent work is placed thereon.</p> <p>The Contractor shall give due notice to the Engineer or his authorised representative whenever any such work or foundation is ready for examination and the Engineer or his representative shall without unreasonable delay, unless he consider it necessary and informs the contractor, in writing accordingly, attend for the purpose of examining and measuring such work or examining such foundations. In the event of the failure of the contractor to give such notice he shall, if required by the Engineer, uncover such work at the Contractor's expense.</p> <p>Departmental officers concerned with the works shall have powers to any time to inspect examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.</p>
58	Uncovering and making good	The Contractor shall uncover any part of the works and / or make opening in or through the same as the Engineer may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer, if any such part has

		<p>been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the contract, the expenses of uncovering and / or making openings in or through, reinstating and making good the same shall be borne by the Corporation. In any other case all such expenses shall be borne by the Contractor.</p>
59	Materials.	<p>a) Material to be provided by the Contractor:</p> <p>The Contractor shall, at this own expense, provide all materials required for the works other than those which are to be supplied by the Municipal Corporation.</p> <p>All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, furnish proof to the satisfaction of the Engineer that the materials so comply. Contractor shall produce proof viz. challans, bills, vouchers, etc. so as to ensure that the material was brought on site and quantities used as per the norms, specifications, etc.</p> <p>The Contractor shall, at his own expense and without delay, supply to the Engineer samples of materials proposed to be used in the Works. The Engineer shall within seven days of supply of samples or within such further period as he may require and intimated to the contractor in writing, inform the contractor whether the samples are approved by him or not. If the samples are not approved the contractor shall forthwith arrange to supply to the Engineer for approval fresh samples complying with the specifications laid down in the contract.</p> <p>The Engineer shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the contract specifications or which do not conform in character or quality to the samples approved by him. In case of default on the part of the Contractor in removing the rejected materials, the Engineer shall be at liberty</p>

		<p>to have them removed by other means. The Engineer shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution shall be borne by the Contractor.</p> <p>Subject as hereinafter provided in condition no.74 all charges on account of Octroi, terminal or sales tax and other duties on material obtained for the works from any source shall be borne by the Contractor.</p> <p>The Engineer shall be entitled to have tests carried out as specified in the contract for any materials supplied by the Contractor other than those for which as stated above, satisfactory proof has already been produced, at the cost of the contractor and the contractor shall provide at his expense all facilities which the Engineer may require for the purpose.</p> <p>If no tests are specified in the contract, and such tests are required by the Engineer the contractor shall provide all facilities required for the purpose and charges for these tests shall be borne by the contractor only if the tests disclose that the said materials are not in accordance with the provision of the contract.</p> <p>The cost of the materials consumed in test shall be borne by the contractor in all cases except when otherwise provided. If the materials used on works is found to be sub-standard in the test, then the same will be removed by the contractor and replaced by good materials at his cost.</p> <p>b) Materials to be supplied by the Municipal Corporation:</p> <p>Materials which Municipal Corporation is prepared to supply are shown in Annexure “B” which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof if the contractor wishes to exercise an option to supply sum or all of</p>
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		<p>these materials himself, he shall stipulate accordingly when submitting the tender and in that event the remaining materials, if any, shall be supplied by the Corporation as aforesaid. Soon after the acceptance of the tender, the contractor shall agree in writing with the Engineer on a phased programme of his requirements with regard to delivery of materials. If after acceptance of tender the contractor desires Municipal Corporation to supply any further materials out of those mentioned in the annexure and / or any other materials such materials may be supplied by the Corporation, if available in Municipal stores at the rates prevailing in the market or the book value including usual supervision and other charges, whichever is higher.</p> <p>For the materials listed in annexure “B” which the contractor does not stipulate to supply himself but requires Municipal Corporation to supply, he shall give reasonable notice in writing of his requirements to the Engineer in accordance with the agreed phased programme. Such material shall be supplied for the purpose of the contract only and valued of materials so supplied at the rates specified in the aforesaid Annexure shall be set off or deducted, as and when materials are consumed in items of works for which payment is, being made to the contractor, from any sums then due or which may thereafter become due to the contractor, under the contract. At the time of submission of bills the contractor shall certify that balance of materials supplied is available on site.</p> <p>The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating or fixing materials in the work including all preparatory work of whatever description as may be required, and of closing, preparing, loading and returning empty cases or containers to the place of issue.</p>
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		<p>All materials issued to the contractor for incorporation or fixing in the works (including preparatory work) shall, on completion of foreclosure of the works, be returned by the contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and / or waste.</p> <p>Surplus materials returned by the contractor shall be credited to him by the Engineer at rates exclusive of supervision charges not exceeding those at which these were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials whilst in the custody of the contractor. If on completion of works the contractor fails to return surplus materials out of those supplied by the Municipal Corporation, then in addition to any other liability which the contractor would incur, the Engineer may, by written notice to the contractor, require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials upto double the issue rate.</p> <p>If for any reason corporation is unable to supply the material shown in Annexure 'B' and if the contractor is asked to purchase the same from open market then the purchase price of such materials will be paid if Engineer is satisfied about the ruling price of material. However, if the purchase price of such material is unduly high then the contractor will be paid at the average price of such material as determined by the Deputy City Engineer (Planning & Design) from time to time.</p> <p>c) The Municipal Corporation is not liable to supply any controlled or non controlled articles other than those mentioned in the annexure but if available in the stores the Municipal Corporation may apply the same in the interest of the work at the rates prevailing in the market or the book value, including supervision and other charges, whichever is higher.</p> <p>In case of controlled or rationed materials which are not to be</p>
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		<p>supplied by the Corporation the Engineer may from time to time issue necessary authorization letter or forward application of the contractor for permits to the concerned authorities proving he bona-fides of the contractor and detailing the works entrusted to him under this contract. If for any unavoidable reasons the work is to be stopped for non-supply of such materials, the period, for which the work is stopped, may be treated as non-working period. When Contractor is required to procure materials from suppliers of other authorities on the basis of authorization letter issued by the Engineer the contractor shall have to pay the prevailing rates plus all other incidental charge and to bring the materials to the site of works either from the godown of the suppliers / or their works or from ships or from Railway Wagon etc. as the case may be, at his own cost.</p> <p>d) General:</p> <p>Cement brought on site by the contractors shall be stored in waterproof godown with two locks on each door. The key of one lock of each door shall remain with the Engineer or his representative and that of the other lock with the contractor's authorized agent at site of works so that cement is removed from the godown only according to daily requirements with the knowledge of both the parties.</p> <p>Officers of the Municipal Corporation concerned with the work shall be entitled at any time to inspect and examine any material intended to be used in or on the works either on the site or at factory or other places where such materials are assembled, fabricated or manufactured or at any place(s) where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination. The materials brought on site outside working hours shall be stacked separately till they are inspected by the Engineer or his representative.</p>
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		All materials brought to the site shall not be removed off the site without the prior written approval of the Engineer. But whenever the works are finally completed the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him.
60	Stock of Materials required.	The Contractor shall at his own expense provide and furnish himself with sheds and yards in such situations and in such numbers as, in the opinion of the Engineer are requisite for carrying out the Works under this contract, and the Contractor shall keep at each sheds and yards a sufficient quantity of materials in stock so as not to delay the carrying out the works with due expedition and the Engineer and his subordinates shall have free access to the said sheds or yards at any time for the purpose of inspecting the stock of materials so kept in hand any material or article, which the Engineer may object to, shall not be brought upon or used in the work but shall be forthwith removed from the sheds or yards by the contractor at his own cost. The contractor will however be allowed to use for the above purpose the completed portion of the buildings if available.
61	Suspension of work.	<p>a) The contractor shall, on receipt of the order in writing of the Engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary for any of the following reasons:-</p> <p>(i) On account of continued non-compliance of the instructions of the Engineer or any other default on the part of the contractor, or</p> <p>(ii) For proper execution of the works or part thereof for reasons other than the default of the contractor, or</p> <p>(iii) For safety of the works or part thereof.</p> <p>The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer.</p>

		<p>b) If the supervision is ordered for reasons (i) and (iii) in sub-para (a) above, the contractor shall be entitled to an extension of time equal to the period of every such suspension plus a reasonable time as decided by the Engineer.</p> <p>c) If the suspension is ordered for reasons of (i) in sub-para (a) above, the Engineer shall have powers to suspend the payment under the contract. Such suspension of payment may be continued until default shall have been rectified.</p>
62	Rate of progress.	<p>If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Clause, involve the employer in additional supervision costs, such costs, shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and maybe deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractors accordingly.</p>
63	Works closed between Sunset and Sunrise or on Sundays and	<p>a) No work shall be done between sunset and sunrise or on Sunday or Municipal holidays and except with the special sanction of the Engineer in writing previously obtained and the withholding of such sanctions shall be no ground of complaint on the part of the contractor or cause for compensation to him, or excuse for not completing the work within the contract period. The period within which the work has to be carried out and completed has</p>

	Holidays.	<p>been fixed in terms of this clause with the provision that the total number of hours of work permissible shall not exceed 48 hours in a week and in no case more than 8 hours on any working day, the actual time within which the said hours shall be worked being subject to mutual arrangements with the Contractor at the commencement of the works or from time to time as may be required and provided that all works shall be stopped for rest and meals for one hour at about mid-day exclusive of the permissible hours aforesaid for the works.</p> <p>Though sanction may be accorded to the Contractor to work on days and at times otherwise normally non-permissible under this Contract, the Contractor shall be required to bear the cost for such supervision as in the opinion of the Engineer may be necessary at these times.</p> <p>It should be distinctly understood that the granting of permission to work extra hours or to work on Sundays and holidays will be entirely at the discretion of the Engineer and cannot be claimed by the Contractor as a matter of right.</p> <p>b) If on the other hand the Engineer requires that the work shall be proceeded with on days and at times otherwise normally non-permissible under this contract the contractor shall proceed with the work but he will not be required in such cases to bear the cost of the Municipal establishment employed at the time.</p> <p>c) The contractor at all times during the continuance of this contract shall in all his dealings with local labour for the time being employed on the works contemplated by this contract have due regard to all local festivals and religious or other customs and all disputes, matters and questions arising between the contractor and any of his agent on the one hand and any local labour on the other hand with respect to any matter or ting in any way connected with this contract shall be decided by the commissioner whose decision shall be final and binding on al</p>
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64	Commencement time and extension for delay.	<p>The time allowed for execution for the works as specified in the contract documents shall be the essence of the contract. The execution of the works shall commence from the date specified by the Engineer in writing. If the contractor fails or neglects to commence the execution of the Works as aforesaid, the Municipal Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the security deposit absolutely.</p> <p>In any case where the time prescribed for completion of any work is exclusive of monsoon period. No new trench work should be started after 15th May and existing trenches are required to be reinstated by 31st May every year. The site shall be cleared in all respect including removal of surplus material on or before 10th June of every year. The monsoon period shall be deemed to be from 10th June to 30th September of the calendar year. However, if the contractor is permitted by the Engineer to work during any monsoon period, all such period shall be taken into account for the calculating the contract period on pro-rate basis as under –</p> $\text{Effective days} = \frac{\text{cost of work done during monsoon}}{\text{Total cost of}} \times \text{No. of days of contract period}$ <p>In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation as stated in condition no.65.</p>
b)	Extension of time for completion.	<p>In the event of –</p> <ul style="list-style-type: none"> i) the amount or nature of extra or additional work. ii) any cause of delay referred to in these conditions. iii) exceptionally adverse climatic conditions. iv) any delay, impediment or prevention by the Employer, or v) other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible.

		Being such as fairly to entitle the Contractor to an extension of the time for completion of the works, or any section or part thereof, the Engineer shall after due consultation with the Contractor, determine the amount of such extension and shall notify the Contractor accordingly.
c)	Contractor to provide notification and detailed particulars.	<p>Provided that the Engineer is not bound to make any determination unless the contractor has –</p> <p>i) within 28 days after such event has first arisen notified the Engineer.</p> <p>ii) within 28 days, or such other reasonable time as may be agreed by the Engineer, after such notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.</p>
d)	Interim determination of extension.	<p>Provided also that where an event has a continuing effect such that it is not practicable for the contractor to submit detailed particulars within the period of 28 days referred to in sub clause 64, he shall nevertheless be entitled to an extension of time provided that he has submitted to the Engineer interim particulars at intervals of not more than 28 days and final particulars within 28 days of the end of the effects resulting from the event. On receipt of such interim particulars, the Engineer shall, without undue delay, make an interim determination of extension of time and, on receipt of the final particulars, the Engineer shall review all the circumstances and shall determine an overall extension of time in regard to the event and the Contractor shall notify of the determination.</p>
65	Compensation for delay.	<p>If the Contractor fails to complete the works and clear the site on or before the Contract or extended date(s) / period(s) of completion, he shall, without prejudice to any other right or remedy of Municipal Corporation on account of such breach, pay as agreed compensation, amount calculated as stipulated below (or such smaller amount as may be fixed by the Engineer) on the contract value of the whole work or on the contract value of the time or</p>

	<p>group of items of work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the work of item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose the term 'Contract Value' shall be the value of the work at Contract Rates as ordered including the value of all deviations ordered:</p> <p>a) Completion period for (originally stipulated or as extended) not exceeding 6 months : @ 1 percent per week.</p> <p>b) Completion period for (originally stipulated or as extended) exceeding 6 months and not exceeding 2 years : @ ½ percent per week.</p> <p>c) Completion period for (originally stipulated or as extended) exceeding 2 years : @ ¼ percent per week.</p> <p>When the delay is not a full week or in multiple of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved.</p> <p>Provided always that the total amount of compensation for delay to be paid this condition shall not exceed the undernoted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.</p> <p>a) Completion period (as originally stipulated or as extended) not exceeding 6 months : 10 percent.</p> <p>b) Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years : 7½ percent.</p> <p>c) Completion period (as originally stipulated or as extended) exceeding 2 years : 5 percent.</p> <p>The amount of compensation may be adjusted set off against any sum payable to the contractor under this or any other contract with the Municipal Corporation.</p>
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66	Completion Certificate.	<p>1) As soon as work is completed, the Contractor shall give notice of such completion to the Engineer and within 28 (Twenty-eight) days of receipt of such notice the Engineer shall inspect the Works and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) the defects to be rectified by the Contractor, and / or (c) items for which payment shall be made at reduced rates.</p> <p>When separate period of completion have been specified for items or groups of times, the Engineer shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, nor the works be considered to be complete till the Contractor shall have removed from the premises on which the Works has been executed, all scaffolding, sheds and surplus materials, except such as required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workers on the site in connection with the execution of Works as shall have been erected by the Contractor or the workmen and cleaned al dirt from all parts of building(s) in , upon or about which the Work has been executed or of which he may have had possession for the purpose of execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled and fastenings, labeled the keys clearly and handed them over to the Engineer or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer. If the Contractor shall fail to comply with any of the requirements of this condition as aforesaid, on or before the date of completion of works, the Engineer may at the expense of the contractor fulfill such requirements and dispose of all the surplus materials and rubbish etc. as he thinks fit and the contractor shall have no claims in respect of any such material except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expense of fulfilling such requirement is more than the amount</p>
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	<p>realizes on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess.</p> <p>The contractor's notice of completion as aforesaid shall have to accompanied with one set of tracings of final completion drawings of RTF and six bound sets of copies of as built drawings, failing which the notice shall be deemed to have not been issued at all.</p> <p>2) If at any time before completion of the entire work, items or group of items for which separate periods of completion have been specified, have been completed, the Engineer with the consent of the contractor takes possession of any part or parts of the same (any such part or parts being hereinafter in this condition referred to as 'the relevant part') then notwithstanding anything expressed or implied elsewhere in this contract.</p> <ul style="list-style-type: none">(a) Within 28 days (twenty-eight days) of date of completion of such items or group of items or possession of the relevant part the Engineer shall issue a completion certificate for the relevant part provided the contractor fulfills his obligation for the relevant part as in sub-para (1) above.(b) The defects liability period in respect of such items and relevant part shall be deemed to have commenced from the certified date of completion of such items or relevant part as the case may be.(c) For the purpose of ascertaining compensation for delay under condition no.65 in respect of any period during which the works are not completed the relevant part shall be deemed to form a separate item or group, with date of completion as given in the contract or as extended under condition no.64 and actual date of completion as certified by the Engineer under this condition. <p>3) If any part of the work shall have been substantially completed and shall have satisfactorily passed any final test that maybe prescribed under the contract, the Engineer may issue a certificate</p>
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		of completion in respect of that part of the works before completion of the whole works and upon the issue of such certificates, the contractors shall be deemed to have undertaken to complete any outstanding works in that part of the works during the period of maintenance.
67	Works where PERT chart is required alongwith Tender.	The contractor shall along with the tender documents submit a network based on principles of PERT / CPM. Milestones and pre-requisites should also be highlighted along with broad estimates for major resources like cement, steel drawings etc. The Contractors must also specify the minimum resources he will exclusively use for this project. This will include all equipment and all category of labour.
b)	Network Schedule & Monthly Progress Reports.	<p>On award of the contract, the Contractor shall submit the time schedule for the Works in the form of PERT Net works or Bar-chart. The Engineer may approve the Schedule as submitted or suggest modifications as he thinks necessary. The Contractor shall modify the chart accordingly and obtain Engineer's approval.</p> <p>The schedules shall be prepared in direct relations to the time stated in the contract documents for completion of items or groups of items of work and or the contract as a whole. It shall indicate the dates of commencement and completion of various activities of the work and may be amended as necessary by agreement between the Engineer and the Contractor.</p> <p>The interim payment (running bill) payable under contract condition no.83 shall be paid only after the network is finally approved by the Engineer.</p> <p>After the issue of the letter of commencement the Contractor shall finalise the network to the satisfaction of the Engineer. This network should be detailed with a fixed project start and finish dates and should contain no activities with a duration greater than 28 days. Milestones would be so determined that at least 10 percent of the events are milestones and no two milestones are</p>

		<p>more than 3 months apart.</p> <p>The finalized network may be amended from time to time, if felt necessary by the Contractor, with the approval of the Engineer. A fixed sum shall be held in abeyance at the time of the next interim payment for non-attainment of each milestone in the network and shall be released only on completion of the work after deducting the compensation for delay if there is contractor's fault as per provision in condition no.65 and penalty covered under condition no.100. The fixed sum shall be :</p> <p>Rs.10,000/- for all contracts over Rs.25 lakhs and upto the value of Rs.100 lakhs.</p> <p>Rs.20,000/- for all contracts over Rs.1 crore and upto the value of Rs.5 crores.</p> <p>Rs.35,000/- for all contracts over Rs.5 crores and upto the value of Rs.10 crores.</p> <p>Rs.50,000/- for all contracts over Rs.10 crores.</p> <p>If the attainment of the milestones is delayed for reason not attributable to the contractors no moneys will be held in abeyance.</p> <p>The Contractors will be required to submit the monthly progress reports in the given 'Monthly Report Format' as per Annexure 'D' by the 2nd day of the following month to the Engineer with a copy to the Project Planning and Control Cell. Failure on the part of the Contractor to submit monthly report in time will attract action as per Condition No.100.</p>
c)	Management Meeting.	<p>Either the Engineer or the contractors may require the other to attend Management meeting. The business of a management meeting shall be to review the plans for remaining works.</p> <p>Engineers shall record the business of management meetings and is to provide copies of his record to those attending the meetings. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meetings or after the</p>

		management meetings and stated in writing to all who attend the meetings.
68	Defects liability period.	The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer any defects which may develop or be noticed before the expiry of the period mentioned in the Annexure 'A' hereto from certified date of completion and intimation of which has been sent to the Contractor within 7 days of expiry of the said period by letter sent by hand delivery or by registered post.
b)	Approval only by Defects Liability Certificate.	Only the Defects Liability Certificate, referred to in Clause 68(c) & (d) shall be deemed to constitute approval of the Works.
c)	Defects Liability Certificate.	The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clauses 68(a) and have been completed to the satisfaction of the Engineer, provided that the issue of the Defects Liability Certificate shall not be a condition precedent to payment to the Contractor of the Retention Money in accordance with the conditions set out in Sub clause 20.
d)	Unfulfilled Obligations	Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the contract prior to the issue of the defects liability certificate is issued and, for the purposes of determining the nature ad extent of any such obligation, the contract shall be deemed to remain in force between the parties to the contract. Notwithstanding the issue of the Defects Liability

		<p>Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.</p>
69	<p>Liability for defects or imperfections and rectification thereof.</p>	<p>If it shall appear to the Engineer or to his representative at any time during construction or reconstruction or during the defects, liability period, that any work has been executed with unsound, imperfect or unskillful workmanship or that any material or article provided by the Contractor for execution of thereof the work is unsound or of a quality inferior to that contracted for, or otherwise, not in accordance with the contract, or that any defect, shrinkage or other faults have appeared in the Work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of notice in writing in that behalf from the Engineer forthwith rectify or remove or reconstruct the work so specified in whole or part, as the case may require or, as the case may be and / or remove the materials, or articles so specified and provide other proper and suitable materials or articles at his own expense notwithstanding that the same may have been inadvertently passed, certified and paid for, and in the event of his failing to do so within the period to be specified by the Engineer in his notice aforesaid the Engineer may rectify or remove and re-execute the Work and / or remove and replace with others the materials or articles complained of, as the case may be, by others means at the risk and cost of the Contractor.</p> <p>In case of repairs and maintenance work, splashes and droppings from whitewashing, painting etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises etc. where the work in the contract. In case the Contractor fails to comply with requirement of this condition, the Engineer shall have the right to get the work</p>

		<p>done by the other means at the risk and cost of the Contractor.</p> <p>The Engineer shall give three days notice in writing to the Contractor before taking such action.</p> <p>The Engineer reserves the right to decide the rates and prices of the works as executed by other means at the risk and cost of the Contractor.</p> <p>The cost and expenses thereby incurred including supervision charges specified in the Annexure 'A' on the works and also such penalty as the Engineer may impose for such wrongful conduct of the Contractor (which penalty, the Engineer shall be competent to impose and against the imposition of which or the amount thereof by the Engineer an appeal shall lie only to the Commissioner within seven days of the order in that behalf of the Engineer and the decisions of the Commissioner shall be final and binding upon the Contractor) may be deducted from any money due or to become due to the Contractor, under this or any other contract between the Contractor and the Municipal Corporation.</p>
70	Liability for damages and risks	<p>The Contractor shall be responsible for all risks to the work and shall make good at his own cost, all loss or damage, whether to the works themselves or to any other Municipal property, or to the lives, persons, or property of others, from whatsoever cause, arising out of, or in connection with the works, either during their progress or during the defects liability period, after completion of work for a period of not exceeding 12 months as per directives of Director of Insurance, Maharashtra State and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Commissioner or the Corporation shall be called upon to make good any such costs loss or damages, or to pay compensation (including that payable under the provision of Workmens Compensation Act) to any person or persons sustaining damage as aforesaid by reason of any act or of any negligence or omissions on the part of the contractor, the amount, which the Commissioner may pay in respect thereof and the amount of any costs or charges</p>

		<p>(including law costs and charges) in connection with legal proceedings which he may incur in reference thereto, shall be charged to the contractor. The Commissioner shall have full power and right at his own discretion to pay or to defend or compromise any claim which may be made against the Corporation for damage or in case of threatened legal proceedings, or in anticipation of legal proceedings being instituted, consequent on the action or default of the contractor, to take such steps as he may consider necessary or desirable to ward off or mitigate the effect of such proceedings charging to the contractor, as aforesaid, any sum or sums of money which he may pay and any expenses, whether for reinstatement or otherwise which he may incur and the propriety of any payment, defence or compromise, or of the incurrence of any such expense shall not be called in question by the contractor.</p> <p>The contractor shall be held responsible for any obligations, damages and fines etc. arising out of or in connection with the works either during their progress or during the defects liability period after completion of work for a period of not exceeding 12 months as per directives of Director of Insurance, Maharashtra State and shall indemnify the Municipal Corporation or the Commissioner against them and make good any such damages, fines and dues arising out of non-compliance of any regulation under the Minimum Wages Act by the contractor which may devolve on the Corporation or the Commissioner.</p> <p>The Contractor shall take out a policy as per the provisions of the Workmens Compensation Act for the purpose of insuring compensation to the workers engaged by them.</p>
71	Contractor to search.	The Contractor shall, if required by the Engineer in writing, search under the direction of the Engineer for the cause of any defect, imperfection or fault appearing during the progress of the Work or in the period of maintenance. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the contract, the cost of the Work carried out by the Contractor in

		searching as aforesaid shall be borne by the Corporation. If such defect, imperfection or fault shall be one for which Contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault, at his own expense in accordance with the provisions of condition no.68 and 69 hereof.
72		Not used.
73	Rates for Excess.	<p>The Contractor shall arrive at the rates carefully preparing the rate analysis taking into consideration site conditions. For increase upto 50 percent over the quantity shown in the bill of quantities shall be paid at, the rate mentioned in the bill of quantities. However, if the quantity increases beyond 50 percent of quantity shown in the bill of quantities the excess quantity beyond 50 percent shall be priced as under :</p> <p>i) In the case of percentage rate tender, the price shall be worked out by adding or subtracting the percentage quoted by contractor from the Corporation's fair market schedule applicable at the time of execution of the excess work. However, if the rate so determined is found to be unreasonable / unworkable, then the rate shall be worked out as per Clause 73(b)(iii). This will not be applicable if the schedule is revised during the intervening period.</p> <p>ii) In the case of item rate tender the price shall be worked out as per 73(b)(iii).</p> <p>As regards recovery of material, mentioned in Annexure 'B', the same will have to be made as per rates adopted for framing the Corporation's fair market schedule, applicable at the time of execution of the excess work only.</p>
b)	Rates for Extra.	<p>Rates for such additional altered or substituted work shall be determined as follows :</p> <p>i) If rate for additional, altered or substituted item of work is specified in the bill of quantities and rates, the Contractor shall</p>

		<p>carry out the additional, altered or substituted item at the same rate, subject to 73(a) above.</p> <p>ii) If rate for any additional, altered or substituted item of work is not included in the bill of quantities and rates, such item of work shall be carried out at the relevant Corporation's fair market schedule rates prevailing at the time of execution of extra work (subject to the addition or deduction at the same percentage quoted by the Contractors). This sub-condition viz., 73(b)(ii) will not apply to item rate tenders / Contractors.</p> <p>iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in (i) & (ii) above, or the rate so determined is found to be unreasonable, then the Contractor will be paid at such fair and reasonable rates as worked out by the Engineer on the basis of material, labour and operations of construction equipment required to execute the item and allowing 15 percent to cover profits and overhead charges.</p>
74	Reimbursement refund on variation of price of labour and materials.	<p>The Contractor shall be reimbursed or shall refund to the Corporation as the case may be the variation in the value of the work carried out from time to time, depending on whether the prices of material and labour as a whole rise or fall, and the method adopted for such computations shall be as given below, it being clearly understood that the contractor shall have no claim for being reimbursed on the ground that the price of a particular material or group of materials have risen beyond the limits of the presumptions made in the following paras, nor shall the Corporation have any right to claim refund on the same grounds; nor will any variation be allowed on the grounds of rise in sales tax, octroi or any other Govt. duties.</p>
a)	Controlled materials.	<p>Price variations shall be permitted in respect of these materials as shown in Annexure 'A' the price level of which is controlled by the Government or its agency. The rate ruling on the date of submission of the tender shall be considered as the basic price of such material for adjustment. Any variation in this rate shall be</p>

		<p>considered for reimbursement to the contractor or refund to be claimed from the contractor as the case may be. The contractor shall, for the purpose of adjustment submit in original the relevant documents from the suppliers.</p> <p>No reimbursement or refund shall be allowed for such material that is supplied to the contractor from the Municipal Stores in accordance with the conditions of the contract.</p>
b)	Labour and other materials.	<p>For the purpose of this contract and for allowing reimbursement or refund on account of variation of prices of (i) labour, and (ii) materials other than materials mentioned in 74(a) above, computation will be based on the formula enunciated below which is based on the presumptions that :</p> <p>i) The general price level of labour, rises or falls in proportion to the rise or fall of consumer price index number 9 (general) for working class in Mumbai.</p> <p>ii) The general price level of materials, rises or falls in proportion to rise or fall of whole-sale price index as published by 'Economic Adviser to Govt. of India'.</p> <p>iii) And that the component of labour is to the extent of 30 percent of 88 percent and the component of materials is to the extent of 70 percent of 88 percent of the value of the work carried out. The remaining 12 percent being the presumptive profit of the contractor.</p> <p>A) Formula for Labour component :</p> $VL = (0.88 R) \times \frac{30}{100} \times \frac{(I - IO)}{IO}$ <p>B) Formula for Material component :</p> $VM = (0.88 R \times \frac{70}{100} - C) \times \frac{(W - WO)}{WO}$ <p>Where –</p> <p>VL = Amount of price variation to be reimbursed or claimed as refund on account of general rise or fall of index referred to above.</p>

	<p>I = Consumer Price Index number of working class for Mumbai (declared by the Commissioner of Labour and Director of Employment, Mumbai) applicable to the period under reference (base year ending 1982 as 100).</p> <p>IO = Consumer price index number for working class for Mumbai (declared by the Commissioner of labour and Director of Employment, Mumbai) prevailing, on the day of 28 days prior to the date of submission of the tender.</p> <p>VM = The amount of price variation to be reimbursed or claimed as refund on account of general rise or fall of wholesale price index for period under reference.</p> <p>W = Average wholesale price index as published by Economic Adviser to Govt. of India applicable to the period under reference.</p> <p>WO = Wholesale price index as stated above prevailing on the day of 28 days prior to the date of submission of the tender.</p> <p>R = Total value of the work done during the period under reference as recorded in the Measurement Book excluding water charges and sewerage charges but including cost of excess in respect of item upto 50 percent as stated in Condition no.73(a) and cost of extra items and provisional items of work where the rate is based on Conditions Nos.73(b)(i)&(ii).</p> <p>C = Total value of Controlled materials used for the works as recorded in Measurement Book and paid for at original basic rate plus the value of materials used and paid for the works from the supplies made from the Municipal Stores in accordance with the contract conditions during the period under reference.</p> <p>i) The rate at which the value of 'C' is worked out shall be basic rate plus supervision charges in case of materials supplied by the Corporation.</p>
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		<p>ii) The quantity of the Controlled material adopted in working out the value of 'C' shall be inclusive of permitted wastages as / if mentioned in specifications.</p> <p>iii) The basic rate for the supply of controlled material shall be inclusive of all the components of cost of materials excluding transport charges incurred for bringing the material from place of delivery to the site.</p> <p>Computations based on the above formula will be made for the period of each bill separately and reimbursement will be made to (when the result is plus) and refund will claimed from (when the result is minus) the contractor's next bill.</p> <p>The operative period of the contract for application of price variation shall mean the period commencing from the date of commencement of work mentioned in the work order and ending on the date when time allowed for the work order and ending on the date when time allowed for the work specified in the contract for work expires, taking into consideration, the extension of time, if any, for completion of the work granted by Engineer under the relevant clause of the conditions of contract in cases other than those where such extension is necessitated on account of default of the contractor.</p> <p>The decision of the Engineer as regards the operative period of the contract shall be final and binding on the contractors.</p>
c)	Adjustment after completion.	<p>c) If the Contractor fails to complete the works within the time for completion prescribed under Clause 64, adjustment of prices thereafter until the date of completion of the works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices whichever is more favourable to the employer, provided that if an extension of time is granted pursuant to Clause 64, the above provision shall apply only to adjustments made after the expiry of such extension of time.</p> <p>d) Price variation will be calculated similarly and separately for</p>

		<p>extra items and / or excess quantities and provisional sums calculated under condition no.73(a)(i)(ii) and 73(b)(iii) based on the above formula. IO and WO being the indices applicable to the date on which the rates under conditions Nos.73(a)(i)(ii) & 73(b)(iii) are fixed.</p> <p>The maximum amount of reimbursement / refund under this clause for labour and material taken together shall however be limited as detailed below –</p> <p>1) Operative period of Ten percent of contract cost (including contract upto 12 months. extra items / excess quantities but excluding water, sewerage & supervising charges & physical and cost contingencies.</p> <p>2) Operative period of Twenty percent of contract cost contract above one year (including extra items / excess quantities but upto two years. quantities but excluding water, sewerage & supervising charges & physical and cost contingencies.</p> <p>3) Operative period of No limit. above 2 years.</p>
75	Subsequent Legislation.	<p>If on the day of submission of bids for the contract, there occur changes to any National or State statute, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, other than under Condition no.74 in the execution of contract, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price and the Engineer shall notify the Contractor accordingly with a copy to the Employer. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already taken into account in the indexing of any</p>

		inputs to the Price Adjustment Formulae in accordance with the provisions of Condition no.74.
76	Plant and Equipment.	<p>The Contractor shall arrange at his own expense all tools, plant and equipment required for execution of Works. If required by the Contractor and if available the Municipal Corporation may supply such of the tools, plant and equipment as are available, to the Contractor at the rates and terms to be specified by the Engineer. No tools, plant and equipment once brought to the work site shall be removed without the written permission or order of the Engineer, until he has certified the completion of the work.</p> <p>If any Tools, Plants and equipment brought on site, are in the opinion of the Engineer inefficient, bad or of inferior quality or are unsuited for the Works then such tools, plant and equipment shall not be used on the Works but shall be removed by the Contractor at his own expense within twenty four hours after the service of a written order or notice from the Engineer to that effect and fresh tools, plant and equipment be substituted in lieu of that ordered to be removed by the Engineer.</p>
77		Not used.
78	Records and Measurement	<p>The Engineer shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract of work done in accordance therewith.</p> <p>All items having a financial value shall be entered in measurement book, level book etc. as prescribed by the Municipal Corporation so that a complete record is obtained of all the Works performed under the Contract.</p> <p>Measurements shall be taken jointly by the Engineer or his authorized representative and by the Contractor or his authorized representative. Before taking measurements of any work the Engineer or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a</p>

		<p>notice or fails to countersign or the objection within a week from the date of measurement, then in any such event measurements taken by the Engineer or by the person deputed by him shall be taken to be correct measurements of the works and shall be binding on the Contractor.</p> <p>The Contractor shall, without any extra charge, provide assistance with every appliance and other things necessary for measurements.</p> <p>Measurements shall be signed and dated by both parties each day (of taking measurement) on the site on completion of measurement.</p>
79	Method of Measurement.	<p>Except where any general or detailed description of the work in bills of quantities or schedule of works / items / quantities expressly shown to the contrary, bills of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates / specifications notwithstanding any provision in the relevant standard Method of Measurement or any general or local custom. In the case of items which are not covered by the schedule of rates / specifications, measurement shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standards Institution.</p>
80		Not used.
81	Provisional sums.	<p>1) 'Provisional sum' means a sum included in the contract and so designated in the Bill of Quantities for the execution of work or supply of goods, materials or services or for contingencies, which sum may be used, in whole or in part, or not at all, at the direction and discretion of the Engineer. The contract price shall include only such amounts in respect of the work, supply or service to which such provisional sum relate as the Engineer shall approve or determine in accordance with this clause.</p> <p>2) In respect of every provisional sum the Engineer shall have power to order to execute the work, including goods, materials or services to be supplied by the contractor. The contract price</p>

		<p>shall include the value of such work executed or such goods, materials or services supplied determined in accordance with condition no.73(b).</p> <p>3) The contractor shall produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of provisional sums.</p>
82		Not used.
83	Interim Payment.	<p>Interim bills shall be submitted by the Contractor from time to time (but at an interval of not less than one month) for the works executed. The Engineer shall arrange to have the bills verified by taking or causing to be taken, where necessary, the requisite measurement of work.</p> <p>Payment on account for amount admissible shall be made on the Engineer certifying the sum to which the Contractor is considered entitled by way of interim payment for all the work executed, after deducting therefrom the amount already paid, the security deposit / retention money and such other amounts as may be deductible or recoverable in terms of the contract.</p> <p>On request, the contractor will be paid upto 75 percent of the value of the work carried out as an 'ad hoc' payment in the first week of next month after deducting therefrom recoveries on account of advances, interest, retention money, income tax etc. The balance payment due will be paid thereafter.</p> <p>No interim payment will be admitted until such time the Contractor have fully complied with the requirement of the Condition no.67A and 67B concerning submission and approval of Network Schedule for the works, as detailed in Condition 67B. A fixed sum shall be held in abeyance at the time of next interim payment for non attainment of each milestone in the network and shall be released only on attainment of the said milestone.</p>
84	Advances.	The Corporation will make advance to the contractor for the works

		<p>in two instalments.</p> <p>The first instalment shall be equal to 5% of the contract sum. The payment of the first instalment of loan be due after (i) execution of the form of agreement by the parties thereto. (ii) payment of Security Deposit by the Contractor and (iii) Submitting the Bank Guarantee by the Contractor from a Bank specified in the tender for an amount equal to 7% (with includes 2% extra for the interest charges) of the Contract sum. The first instalment of advance loan shall be paid to the Contractor within 28 days after fulfilling all the above requirements under sub items (i) to (iii).</p> <p>Payment of second instalment of the advance mobilization loan upto 5 (five) percentage of the Contract Sum will be due within a period of 28 days from completion preliminary site establishment works such as contraction of access roads to site, Engineer's office, Contractor's site office, Stores, Workshop sheds, etc. to the satisfaction of the Engineer.</p> <p>After certification by the Engineer that the preliminary works are completed satisfactorily, the second instalment will be released after the Contractor submits the Bank Guarantee from a Bank acceptable to the Corporation for an amount equal to 7% (which includes 2% extra for interest charges) of the Contract Sum.</p> <p>Bank Guarantee shall be submitted in the approved prescribed form. The Bank Guarantee/s for the Advance Mobilization Loan should be valid till the full recovery advance is made.</p> <p>The Contractor shall use the advance payment only towards expenses for materials, preliminary site establishments works, construction equipments and to meet expenses required specifically to carry out the works.</p> <p>The above advance shall bear simple interest at 12% per annum. The interest on the amounts paid as advance is chargeable from the date the amount is paid.</p>
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		<p>RECOVERY OF ADVANCE :</p> <p>Recovery of advance paid and interest against it aforesaid, shall be made by deductions from the on account of payments referred to in condition no.83 in suitable percentage in relation to the progress as fixed by the Engineer so that all sums with interest shall be fully recovered by the time the work amounting to nearly 80 percent of the contract is completed. If the amount payable under any interim bill is not sufficient to cover all deductions to be made on this account and other sums deductible there from the balance outstanding shall be deducted from subsequent bills as may be necessary.</p>
85	No interest for delayed payments due to disputes, etc.	<p>It is agreed that the Municipal Corporation of Greater Bombay or its Engineer or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its Engineer's or officer's hands owing to any dispute or difference or claim or mis-understanding between the Municipal Corporation of Greater Bombay or its Engineer or Officer on the one hand and the contractor on the other, or with respect to any delay on the part of the Municipal Corporation of Greater Bombay or its Engineer or Officers in making periodical or final payments or in any other respect whatever.</p> <p>It is distinctly understood and agreed between the parties hereto that payment for work already executed by the Contractor is not a condition precedent under this contract for the execution of the remaining work.</p>
a)	Modification of Interim Certificate.	<p>An interim certificate given relating to work done or material delivered may be modified or corrected by a subsequent interim certificate or by the final certificate. No certificate of the Engineer supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract.</p>
86	Receipts to be signed	<p>Every receipt for money which may become payable or for any security which may become transferable to the Contractor under</p>

	<p>in form's name by any one of the partners.</p>	<p>these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Municipal Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representatives of any partners so dying or in respect of nay breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudice or affect the respective rights or obligations of the Contractors and of the legal representatives of any deceased Contractors interest.</p>
87	<p>Overpayment and underpayment.</p>	<p>Whenever any claim for the payment of a sum to the Municipal Corporation rises out of or under this contract against the Contractor the same may be deducted by the Municipal Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any contract with the Municipal Corporation or from any other sum due to the Contractor from the Municipal Corporation (which may be available with the Municipal Corporation) or from his security deposit / retention money, or he shall pay the claim on demand.</p> <p>The Municipal Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting voucher, abstracts etc. The Municipal Corporation further reserves the right to enforce recovery of any over payment when detected.</p> <p>If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Municipal Corporations from the</p>

		<p>Contractor by any or all of the methods prescribed above or if underpayment is discovered the amount shall be duly paid to the Contractor by the Municipal Corporation.</p> <p>Provided that the aforesaid right of the Municipal Corporation to adjust overpayment against amount due to the Contractor under any other contract with Municipal Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a 'Minus' bill, from the date of the amount payable by the Contractor under the 'Minus' bill is communicated to the Contractor.</p> <p>Any amount due to the Contractor under this contract for underpayment may be adjusted against amount then due or which may at any time thereafter become due before payment is to the Contractor, from him to Municipal Corporation on any other contract or account whatsoever.</p>
88	Payment of final bill.	<p>Final joint measurement alongwith the representatives of the contractor should be taken recorded and signed by the Contractors. Contractors should submit the final bill within 1 month of physical completion of the work.</p> <p>If the contractor fails to submit the final bill within 1 month, the MCGM staff will prepare the final bill based on the joint measurement within next 3 months.</p> <p>Engineer's decision shall be final in respect of claims for defect and pending claims against contractors.</p> <p>No further claims should be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bills in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the Commissioner shall be made within a reasonable period as may be necessary for the purpose of verification etc.</p> <p>After payment of the final bill as aforesaid has been made, the</p>

		contractor may, if he so desires, reconsider his position in respect of a disputed portion of the final bills and if he fails to do so within 84 days, his disputed claim shall be dealt with as provided in the contract.
89		Not used.
90	Cancellation contract in full or in part.	<p>If the Contractor :</p> <ul style="list-style-type: none"> a) At any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the Engineer, or b) Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the Engineer, or c) Fails to complete the Works or items with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer, or d) Shall offer or give or agree to give to any person in Municipal Corporation's Service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Municipal Corporation, or e) Shall obtain a contract with the Municipal Corporation as a result of ring tendering or other non-bonafide methods of competitive tendering or f) Being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or

		<p>reconstruction) under any insolvency act for the time effects or force or make any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors, or</p> <p>g) Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or a Manager, or</p> <p>h) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or</p> <p>i) Assigns, transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Commissioner, the Commissioner may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Municipal Corporation by written notice cancel the contract as a whole or only such items of work in default from the contract.</p> <p>The Commissioner shall on such cancellation have powers to -</p> <p>a) take possession of site and any materials, constructional plant, implements stores, etc. thereon and / or</p> <p>b) carry out the incomplete work by any means at the risk and cost of the Contractor.</p> <p>On cancellation of the contract in full or in part the Engineer shall determine what amount, if any, is recoverable from the Contractor for completion of works or part of the works or in case the works or</p>
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	<p>part of works is completed, the loss or damage suffered by the Municipal Corporation, in determining the amount, credit shall be given to the Contractor for the value of the work executed by him upto the time of cancellation, the value of the Contractor's material taken over and incorporated in the work, and use of construction equipment belonging to the Contractor.</p> <p>Any excess expenditure incurred or to be incurred by the Municipal Corporation in completing the works or part of the works or excess loss or damages suffered or may be suffered by the Municipal Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within thirty days. If the Contractor shall fail to pay required sum within the aforesaid period of 28 days, the Engineer shall have right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract, and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with provision of the contract.</p> <p>Any sums in excess of the amounts due to the Municipal Corporation and unsold materials constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Municipal Corporation of the works or part of the works is less than the amount of which the Contractor would have been paid had he completed the works or part of the works, benefit shall not accrue to the Contractor.</p> <p>Without prejudice to the generally of the foregoing, the amount deposited by the Contractor as security deposit shall be absolutely aforesaid to the Corporation for such failure, or breach or determination of contract.</p>
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91	Termination of contract for death.	If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Commissioner shall be entitled to cancel the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Commissioner that the legal representative of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Commissioner shall not hold estate of the deceased Contractor and or surviving partners of the Contractor's firm liable in damages for not completing the contract.
92	Urgent Works.	If any Urgent Work (in respect whereof the decision of the Engineer shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer may be his own or other work people, carry it out as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expense all expense incurred on it by the Municipal Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.
93		Not used.
94	Foreclosure of contract in full or in Part.	If at any time after acceptance of the tender the Commissioner shall decide to abandon or reduce the scope of the works or any part of the works to be carried out, he shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the

		<p>execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.</p> <p>The Contractor shall be paid at the contract rates full amount of works executed at site, and in addition reasonable amount as certified by the Engineer for the value of such Material (which material thereupon become the property of the Corporation) and also such further allowances as the Engineer may think reasonable and fair in respect of (a) any expenditure incurred by the contractor towards preliminary works etc. and (b) other reasonable and proper engagement the contractor may have entered into for carrying out the work, (c) such compensation as considered equitable under the circumstances.</p>
95		Not used.
96	Finality of decision and non-arbitrability	If any dispute, difference or claim is raised by the Contractor relating to any matter arising under the contract. The contractor may refer such matter to the Engineer or his superior other than Municipal Commissioner or Additional Municipal Commissioner who on examining the dispute, difference or claim, shall give decision in writing. Such decision will be final and binding upon all parties. This decision will not be arbitrable at all.
97		DELETED.
98		DELETED.
a)	Jurisdiction	In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any claim, dispute or difference shall be instituted in a competent court in the City of Mumbai only.
99	Income-Tax.	The Contractor shall pay Indian Income-Tax on all payments made to him under the Contract, other than reimbursements made to him by the Corporation to cover payment by Contractor of minor

		<p>custom duties, etc. or any other payment which the contractor may make on the Corporation's behalf. Under the provisions of Sec. 194-c of the Indian Income Tax Act, the Corporation is required to deduct Tax with surcharge at source at prevailing rates from the gross amount of each bill submitted. Any expatriate site staff or staff not normally residents of India, employed by the Contractor shall pay personal Income Tax on all money earned and paid in India. The contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.</p>
10 0.	Instructions and notices.	<p>Subject as otherwise provided in this contract all notice to be given on behalf of the Municipal Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer or any officer for the time being entrusted with the functions, duties and powers of the Engineer.</p> <p>All instructions notices and communications etc. under the contract shall be given in writing and if sent by registered post to the last known place or abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to him.</p> <p>The Contractor or his agent shall be in attendance at the site(s) during all working hours and shall supervise the execution of the works with such additional assistance in each trade as the Engineer may consider necessary. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.</p> <p>The Engineer shall communicate or confirm his instruction to the Contractor in respect of the execution of work in a 'Works site order Book' maintained in the office of the Engineer and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor he shall be furnished a certified true</p>

		<p>copy of such instruction(s).</p> <p>If the Contractor fails to comply with the instruction(s) of the Engineer, the Engineer may impose the daily penalty of Rs.500/- (Rupees Five Hundred) for each of such defaults. This penalty will not prejudice the right of the Municipal Commissioner or the Engineer to claim compensation.</p>
10 1.	Notices to Local Bodies.	<p>The Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State Laws or any regulation or Bye-laws of any local authority or public utility concern relating to works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer a notice given reasons for the proposed variations and obtain the Engineer's instructions thereon.</p> <p>The Contractor shall pay and indemnify the Municipal Corporation against any liability in respect of any fees or charges payable under Act of Parliament, State Laws or any Governmental Instrument, Rule or Order and any Regulations or Bye-laws of any local authority or public utility concern in respect of the works.</p>
10 2.		DELETED.
10 3.	Currency of Payment.	The Tenderer shall indicate the tender prices in Indian Rupees.
10 4.	Taxation.	Regarding taxation the prices quoted by the Contractor shall include all customs duties, import duties, excise duties, business taxes, income and other taxes that may be levied in accordance to the laws and regulation in force as of the date 28 days prior to dead line for submission of tenders on the Contractor's Equipment materials and supplies (Permanent, temporary and consumables) to be used on or furnished under the contract and on the services to be performed under the contract. Nothing in the contract shall relieve the contract from his responsibility to pay any tax that may be

		<p>levied in the Employer's country on profits made by him in respect of the contract.</p> <p>The contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.</p> <p>All charges on account of Octroi, terminal or Sales Tax and other duties on material obtained for the works from any source including the tax applicable as per Maharashtra Sales Tax Act on the transfer of property in the goods involved in the execution of works contract (re-enacted) Act, 1991 etc. shall be borne by the Contractor.</p> <p>Under the provisions of the Maharashtra Sales Tax Act, the Employer is required to deduct Turnover Tax at source at the rates prevailing at the time of payments.</p>
10 5.	Payments of Bills and other claims.	<p>The payment of bills and other claims arising out of the contract will be made by Account Payee Cheque drawn in the name of Contractors payable to the account and Name of Bank informed by the successful contractors. Successful Tenderers, therefore, have to furnish the information as regards, the Name and complete address of their Bank, its branch and their Bank Account no. etc. They will also have to submit fresh information when there is any change in this regard.</p>
10 6.	Submission of final completion drawings.	<p>On completion of the work, the contractors shall furnish free of cost 1 set of R.T.F of final completion drawings and 6 bound sets of copies of drawings, showing all the details checked and signed by the Engineer within 2 months of completion of works. They payment of final bill shall be made to the contractors after receipt of above sets. In case the contractor fails to submit the completion drawings, a compensation at the rate of Rs.5000/- per drawing shall be recovered from the final bills.</p>
10 7.	Employment of local personnel.	<p>The contractor is encouraged to the extent practicable and reasonable to employ staff and labour with appropriate qualifications from locally available man power.</p>

10 8.	Details to be Confidential 1.	The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the Employer whose determination shall be final.
10 9.	Contractor to keep site clear.	During the execution of the works the site reasonably free from all unnecessary obstruction and shall store or dispose of any contractor's Equipment and surplus materials and clear away and remove from the site any wreckage rubbish or temporary works no longer required.
11 0.	Clearance of site on completion.	Upon the issue of any Taking over certificate the Contractor shall clear away and remove from that part of the site to which such Taking-over Certificate relates all contractor's equipment, surplus materials, rubbish and temporary works of every kind, and leave such part of the site and works clean and in a workman like condition to the satisfaction of the Engineer. If the contractor does not clear the site within 15 days all material will be confiscated and no compensation shall be paid and the site will be cleared at risk and cost of the Contractor.
11 1.	Inspections .	The Engineer and any person authorized by him shall at all reasonable times have access to the site and to all workshops and places where materials or plant are being manufactured. Fabricated or prepared for the works and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
b)	Inspection & testing.	The Engineer shall be entitled, during manufacture, fabrication or preparation to inspect and test the material and plan to be supplied under the contract. If materials or plant are being manufactured, fabricated or prepared in workshops or places other than those of contractor, the contractor shall obtain permission for the Engineer to carryout such inspection and testing in those workshop or places.

		Such inspection or testing shall not release the Contractor from any obligation under the contract.
c)	Dates for inspection and testing.	The contractor shall agree with the Engineer on the time and place for the inspection or testing of any materials or plans as provided in the contract. The Engineer shall give the contractor reasonable advance notice of his intention to carry out the inspection or to attend the tests. If the Engineer, or his duly authorized representative, does not attend on the date agreed, the contractor may, unless otherwise instructed by the Engineer, proceed with the tests, which shall be deemed to have been made in the presence of the Engineer. The contractor shall forthwith forward to the Engineer duly certified copies of the test readings. If the Engineer has not attended the tests, he shall accept the said readings as accurate.
d)	Rejection	If at the time and place agreed the materials or plant are not ready for inspection or testing or if, as a result of the inspection or testing referred to in this Clause, the Engineer determines that the materials or plant are defective or otherwise and not in accordance with the contract, he may reject the materials or plant and shall notify the thereof immediately. The notice shall state the Engineer's objections with reasons. The contractor shall then make good the defect or ensure that rejected materials or Plant comply with the contract. If the Engineer so requests, the tests of rejected materials or plant shall be made or repeated under the same terms and conditions. All costs incurred by the Employer by the repetition of the tests shall after due consultation with the Employer and the contractor be determined by the Engineer and shall be recoverable from the contractor by the Employer and maybe deducted from any sums due or to become due to the contractor and the Engineer shall notify the contractor accordingly.
e)	Independent inspection.	The Engineer may delegate inspection and testing of materials or plant to an independent inspector. For this purpose such independent inspector shall be considered as an assistant of the Engineer. Notice of such appointment (not being less than 14 days)

		shall be given by the Engineer to the contract.
f)	Examination of work before covering up	No part of the works shall be covered up or put out of view without the approval of the Engineer and the contractor shall afford full opportunity for the Engineer to examine and measure any such part of the works which is about to be covered up or put out of view and to examine foundations before any part of the works is placed thereon. The Contractor shall give notice to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall without unreasonable delay, unless he considered to dispose of examining and measuring such part of the works or of examining such foundations.
g)	Uncovering and making openings.	The contractor shall uncover any part of the works or make openings in or through the same as the Engineer may from time to time instruct and shall reinstate and make good such part. If any such part has been covered up or put out of view after compliance with the requirement an is found to be executed in accordance with the contract. The Engineer shall, after due consultation with the Employer and the contractor, determine the amount of the contractor's costs in respect of such of uncovering, making, openings in or through, reinstating and making good the same, which shall be added to the contract price, and shall notify the contractor accordingly, with a copy to the Employer. In any other case all costs shall be borne by the contractor.
h)	Removal of improper work. Material or plant.	The Engineer shall have authority to issue instructions from time to time for (a) the removal from the site within such time or times as may be specified in the instruction of any materials or plant which is the opinion of the Engineer, are not in accordance with the contract. (b) the substitution of proper and suitable materials or plant and (c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefore of any work which in respect of : i) materials plant or workmanship or

		ii) design by the contractor or for which he is responsible, is not, in the opinion of the Engineer, in accordance with the contract.
i)	Default of contractor in compliance	In case of default on the part of the contractor in carrying out such instruction within the time specified therein or, if non, within a reasonable time, the Employer shall be entitled to employ and a other persons to carry out the same and all costs consequent thereon or incidental shall, after due consultation with the Employer and the contractor, be determined by the Engineer and shall be recoverable from the contractor by the Employer from any monies due or to become due to the contractor and the Engineer shall notify the contractor accordingly.
11 2.	Photographs of the works.	No photographs of the work or any part there of or equipment employed thereon shall be taken or permitted by the contractor to be taken by any of his employees or any employees of his sub-contractor without the prior approval of the Engineer in writing and no such photographs shall be published or otherwise circulated without the approval of the Engineer in writing.
11 3.	Personnel.	The Contractor shall employ the key personnel named in the schedule of key personnel (annexure E) or other personnel approved by the Engineer to carry out the functions. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

ANNEXURE 'A'

Condition No.	
4(e)	The Engineer for this work will be _____ Earnest Money
20 (A)	(A) estimated cost of Tender Rs.
20 (B)	Earnest Money (1 percent of the estimated cost of work subject to a minimum of Rs.500/- and maximum of Rs.20,000/- Rs.
Condition No.	No sewerage charges of this Municipal Corporation of Greater Mumbai would be leviable for works carried out beyond Greater Mumbai limits.
64	Times allowed (period of completion)
	1. Contract as a whole Period of completion Months
	Inclusive / exclusive of monsoon
	**2. Part or Groups of items.
	(i) (i) Months
	(ii) (ii) Months
	(iii) (iii) Months
68	(i) (i) Months
	(ii) (ii) Months
69	Percentage to be charges as supervision charges of the work got executed through other means. percent
74(a)	List of materials, to be considered separately, for variation as controlled materials. 1. _____ 2. _____ 3. _____ 4. _____ Signature of Issuing Officer Signature of Contractor Date: _____ Date: _____

* FOOT NOTE :

1. The “Actual cost of the work” shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule adjusted by the Contract’s percentage rate and cost of extra and excess, but excluding the cost on account of Water charges and Sewerage Charges if any, payable by the Contractor and also excluding cost on account of price variation claims as provided in condition no.74 of these conditions.
2. In case of item rate contracts the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges, if any, payable by the contractor and excluding cost on account or price variation claims as provided in condition no.74 of these conditions.

In case of lump sum contract, the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and / or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in condition no.74 of these conditions.

** Strike out if not applicable.

ANNEXURE 'B'**MATERIALS FOR ISSUE TO THE CONTRACTOR**

(See Condition No.59)

Sr. No.	Particulars	Rates at which materials will be issued		Supervision issue charges percent	Place of Issue	Quantity Corporation is prepared to issue	Quantity reqd. by contractor
		Unit	Rs.				
1	2	3	4	5	6	7	8

Signature of Issuing Officer

Signature of Contractor

Date: _____

Date: _____

ANNEXURE 'C'

(See Condition No.40)

Safety Provisions

1. Suitable scaffolds shall be provided for workmen for all that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 (1/4 horizontal and 1 vertical).
2. Scaffolding or staging more than 3.25 m. above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have guard rail properly attached, belted braced and otherwise secured at least 1 m. high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairway is more than 3.25 m. above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced as described or structure.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 m.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length. Width between side rails in a rung ladder shall in no case be less than 30 cm. for ladder upto and including 3 m. in length. For longer ladders this width shall be increased by at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cm.

Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit, action or other proceeding at law 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 the consent of the contractor be paid to compromise any claim by any such person.

6. **Excavation and Trenching:** All trenches, 1.5 m. or more in depth, shall at all times be supplied with at least one ladder for each 30 m. in length or fraction thereof, ladder shall be extended from bottom of trench to at least 1 m. above surface of the ground sides of a trench which is 1.5 m. or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 m. of edge of trench or half or depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or under cutting be done.
7. **Demolition:** Before any demolition work is commenced and also during the process of the work -
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged,
 - c) All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personally safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials, cement and lime mortars / concrete shall be provided with protective footwear, handgloves and goggles.
 - b) Those engaged in handling any materials which is injurious to eyes shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
 - f) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions shall be taken;
 - a. No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - b. Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
 - c. Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
9. When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt reuse of any person in danger and adequate provision made for

prompt first aid treatment of all injuries to be sustained during the course of the work.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :
 - a)
 - (i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
 - (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be incharge of any hoisting machine including any scaffold which or give signals to operator.
 - c) In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
 - d) In case of departmental machine, safe working load shall be notified by the Engineer, as regards contractor's machine the contractor shall notify safe working load of each machine to the Engineer whenever he brings it to site of work and get it verified by the Engineer.
11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load, adequate precautions shall be taken to reduce to the

minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
13. These safety provision shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety provisions shall be named therein by the contractor.
14. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractors shall be open to inspection by the Engineer or his representative and the inspecting officers.
15. Notwithstanding the above provisions 1 to 14, the contractor is not exempted from the operation of any other Act or Rule in force.

ANNEXURE 'D'

(See Condition No.67B)

MONTHLY REPORT FORMAT

TABLE: A					
Sr. No.	List of activities planned for completion during the month	Estimated duration (in weeks)	Schedule date of completion	Actual / anticipated date of completion	Reasons for variance (if any)

TABLE: B					
Sr. No.	List of activities planned for completion during the month	Estimated duration (in weeks)	Schedule date of completion	Actual / anticipated date of commencement	Reasons for variance (if any)

TABLE: C					
Sr. No.	List of activities in progress during the month (other than those in 'B')	Estimated duration (in weeks)	Schedule date of completion	Expected date of completion	Reasons for variance (if any)

TABLE: D			
Sr. No.	List of milestone scheduled for next 3 months	List of prerequisites scheduled for next 3 months	Remarks

TABLE: E		
Sr. No.	Category of resource required	Units to be used

	monthly for the next quarter (to be filed for major items like drawings, cement, steel pipes, valves including plant and equipment to be provided by the contractors)			
		Month – 1	Month – 2	Month - 3

ANNEXURE 'E'

(See Condition No.113)

**DETAILS KEY PERSONNEL WITH TENDERER WHO ARE PROPOSED FOR
THIS CONTRACT**

Sr. No.	Description of category	Name	Qualification	Professional experience and details of works carried out	Since how long in service with tenderer	Remarks

SEAL OF COMPANY

SIGNATURE OF TENDERER :

DESIGNATION :

DATE :

ANNEXURE 'F'**I. LIST OF CLAUSES WHICH ARE MODIFIED**

Clause No.7	Engineer's decisions
Cause No.20	Security deposits, retention money and refunds.
Cause No.21	Inspection of site and sufficiency of tender
	Non foreseeable physical obstructions or Conditions.
Cause No.22	Temporary office for Engineer (minor works)
Cause No.23	Temporary office for Engineer (major works)
Cause No.25	Use of Municipal Land
Cause No.44	Contractor's liability and income
Cause No.48	Production of vouchers
Cause No.54	Compliance with labour regulation
Cause No.59	Material
Cause No.64	Commencement time and extension for delays
Cause No.67B	Net work schedule and monthly progress report ...
	Management meeting & rate of progress.
Cause No.68	Defect Liability Period
Cause No.70	Liability for damages and risks
Cause No.73a	Rate for excess
Cause No.73b	Rate for extra items
Cause No.74	Reimbursement on variation of price of labour and material
Cause No.75	Subsequent legislation
Cause No.84	Advances
Cause No.88	Payment of final bills
Cause No.94	Foreclosure of contract in full or in part
Cause No.103	Currency of payment (for ICB tender)

LIST OF NEW CLAUSES ADDED :

Cause No.104	Taxation
Cause No.105	Payment of bills and other claims (procedure)
Cause No.106	Submission of final completion drawings
Cause No.107	Employment of local personnel
Cause No.108	Details to be confidential
Cause No.109	Contractor to keep site clear
Cause No.110	Clearance of site on completion
Cause No.111	Inspections
Cause No.112	Photographs of works
Cause No.113	Personnel

Title**Condition** **Page**
No. **No.**

Adjustment after completion
Advances
Alcoholic liquor or drugs
Annexure A
Annexure B
Annexure C
Annexure D
Annexure E
Annexure F
Apprentices
Approval only be defects liability certificate
Arms and Ammunitions
Assignment
Cancellation of contract in full or in part
Changes in constitution
Clearance of site on completion
Commencement Time and Extension for delay
Compensation for delay
Completion Certificate
Compliance with Labour Regulation
Contract Documents
Contractor to keep site clear
Contractor to preserve peace
Contractor to provide notification and detailed particulars
Contractor to search
Contractor's office near works
Contractor's other liabilities & Insurance
Contractor's staff
Contractor's supervision
Controlled Materials
Currency of Payment
Dates for inspection and testing
Default of contractor in compliance
Defects Liability Certificate
Defects liability period
Definitions
Delays and cost of delay of drawings
Details to be Confidential
Discrepancies in drawings or specifications
Disorderly conducts etc.
Disruption of progress
Drawings: Custody of drawings
Duties and powers of the Engineer's representative
Employment of labour
Employment of local personnel
Engineer to have power to issue further drawings or instructions.

Production of Vouchers
 Protection of trees
 Provision of first aid
 Provisional sums
 Pumping out Water
 Rate of progress
 Rates for Excess
 Rates for Extra
 Receipts to be signed in firm's name by any one of the partners
 Records and Measurement
 Refund of Security Deposit
 Regulation Employment Welfare
 Reimbursement refund on variation of price of Labour and Materials
 Rejection
 Removal of improper work. Materials or plant
 Retention Money
 Return of Labour etc.
 Safety Provisions
 Sanitation
 Security Deposit
 Setting out the works
 Singular and Plural
 Stock of materials required
 Storage of explosives
 Sub-letting
 Submissions of final completion drawings
 Subsequent Legislation
 Supply of Water
 Suspension of work
 Taxation
 Temporary office for the Engineer (Works costing upto Rs.50 lakhs)
 Temporary office for the Engineer (Works costing upto Rs.50 lakhs)
 Termination of contract for death
 Treasure Trove Fossils etc.
 Uncovering and making good
 Uncovering and making openings
 Unfulfilled Obligations
 Urgent works
 Use of Municipal Land
 Use of Specifications I.S.I.
 Water Supply for Municipal work
 Work to be in accordance with Contract

 Engineer's decision
 Works closed between Sunset and Sunrise or on Sundays and holidays
 Works to be carried out
 Works where PERT chart is required along with Tender

BRIHANMUMBAI MAHANAGARPALIKA

CIRCULAR

2002-03

No.CA/WSSD/1, dated 09.04.2002

Sub: Standardization of various cost components such as physical cost Contingencies, water and sewerage charges, supervision charges etc. while preparing D.L. to M.S.

Of late, it has been observed that there is no uniformity in various cost components, such as, physical and cost contingencies, water and sewerage charges, supervision charges, etc. incorporated in the estimated cost of the work while preparing the D.L. to M.S. by the various executing departments.

With a view to having standardization of various such cost components considered at the time of computing the estimation cost of the work as per M.C.'s orders under No.MGC/T/1129, dated 6th March, 2002, it is directed that while preparing the D.L. to M.S. proposal for awarding the work, the provisions for various such cost components should be made at the revised uniform rates as shown below against each item by the executing departments : -

Sr. No.	Cost Component	Existing Provision	Revised Provision
1.	Physical contingencies	10% of the office estimate	4% of the office estimate
2.	Cost contingencies	As per the clause 74(b) of the G.C.C. the cost contingencies are - i) Operative period of contract upto 12 months.	Maximum limit for reimbursement is 5% of the contract cost (including extra items / excess quantities but excluding water & Sewerage Supervision charges

		and physical and cost contingencies)	and Physical and Cost Contingencies.
		ii) Operative period of contract above one year but upto two years.	Twenty percent.
		iii) Operative period of contract above two years.	No limit.
3.	Supervision Charges	a) 10% in respect of capital works carried out under Budgets A, B & E. b) 15% in respect of capital works under Budget G.	10% provision be made for supervision charges in respect of all capital works under Budgets A, B, E & G.
4.	Water & Sewerage Charges.	a) 6% water charges and 3% sewerage charges for capital works. b) 3% water charges and 1 ½ % sewerage charges for PWC works both for capital as well as revenue. c) 1% water and sewerage charges for the works MLAs / MPs funds.	No change in existing percentage of provision.

Since, provision for physical contingencies is reduced to 4% from the existing 10%, it is absolutely necessary for the Planning Department to prepare the detailed estimates of any work with utmost care after physical inspection of the site so that realistic estimates are prepared. It is also necessary to see that cost of extra / excess items does not exceed the sanctioned contract cost and no variation of contract is resorted to.

All H.O.Ds., Asst. Commissioners should note the above revised uniform percentages of various components to be added in the estimated cost while preparing the D.L. to M.S. / proposal for awarding the work.

These revised percentages of various cost components will be made effective for the tenders / quotations to be invited after 1st May, 2002. The necessary slips with regards to amendments in relevant conditions of G.C.C. be invariably attached in the copies of the G.C.Cs provided along with tenders.

Sd/- 9.4.02
(M.D.Jadhav)
C.A.(W.S.S.D)i/c

Sd/- 9.4.02
(P.S.Nagwekar)
C.A.(F)

Sd/- 9.4.02
A.M.C. (P)

CIRCULAR

2002-2003

No.CA/WSSD/1, dated 9.4.02

Copy forwarded (with more) for information and necessary action please.

Sd/- 9.4.02
for C.A.(W.S.S.D.)

BRIHANMUMBAI MAHANAGARPALIKA**CIRCULAR**

No.AMC/P/M/1511 of 29.05.2002

Sub: Modification to existing Condition No.96 of the General Conditions of Contract for Civil Works regarding “Finality of Decision and non arbitrability”.

Ref: G.C.C. for Civil Works effective from 1.4.2000 circulated under No.DMC/SE/1401/MC, dated 21.3.2000.

1. It has now been decided to modify the condition no.96 of the General Condition of Contract of Civil Works effective from 1.4.2002 as under -

Clause No.96:- Finality of decision and non arbitrability :-

“If any dispute, difference or claim is raised by either party relating to any matter arising out of the contract, the aggrieved party may refer such dispute within a period of 7 days to the concerned Add. Mun. Commissioner who shall constitute a Committee comprising of three officer, i.e. concerned D.M.C or Director (E.S.&P.), Chief Engineer other than the Engineer of the Contract and concerned Chief Accountant. The Committee shall give its decision in writing within 60 days.

Appeal from the Order of the Committee may be referred to Municipal Commissioner within 7 days. Thereafter, the Municipal Commissioner shall constitute the Committee comprising of three Addl. Mun. Commissioners including Addl. Mun. Commissioner in charge of Finance Department. The decision given by this Committee shall be final and binding upon the parties.”

2. The modified Condition no.96 to the G.C.C. for Civil Works will be incorporated in all future tender documents to be issued on or after 1.6.2002. This will be applicable for all tenders except for works aided by World Bank or multilateral financial institutions if their funding condition so require.

3. All the Heads of the Departments and their Staff shall take note of the above charges in Clause no.96 and ensure that the same is included in all future tender to be invited from 1.6.2002.

Sd/-
D.M.C (S.E)

Sd/-
A.M.C.(P)

Sd/- 28.5.02
M.C.

No.CHE/WSP/845, dated 30th May, 2002

Copy forwarded for information :-

To:- AMC(P)/ AMC(City)/ AMC(ES)/ AMC(WS)/ DMC(SE)/ DMC(E)
DIR(ES&P)/ DMC(Z-I,II,III,IV,V,VI)/
Dy.Ch.E.(PPCC)/ H.E./C.E./Ch.E.(WSP)/Ch.E(SP)/Ch.E.(SO)/
Ch.E.(SWD)/Ch.E(Roads)/Ch.E.(CS)/Ch.E(CTIRC)/Ch.E.(Vig)/
Ch.E.(MSDP)/Ch.E.(DP)/Ch.E(M&E)/C.A.(WSSD)/C.A.(Finance)/
M.C.A./Ph.E(SP)/Ch.E(SWM)/C.S.

Asst. Commissioner:- A, B, C, D, E, F/S, F/N, G/S, G/N, H/E, H/W, K/W, K/E, L, R/C, M/E, M/W, N, S, T, P/W, P/N, R/S, R/N.

E.E.Spl.Z-I,II,III,IV,V,&VI/E.E. Transport/ Dy.C.E.(Bridges) / Dy.C.E.(P&D)City,
/Dy.C.E.(P&D)Subs/M.A. with spare copies

Sd/- 30.5.02
Ch.E.(W.S.P.)

BRIHANMUMBAI MAHANAGARPALIKA**Sub: Guidelines for computation of price variation as per G.C.C. Clause (74).**

As per clause the contractor shall be reimbursed or refund to Corporation as the case may be for the variation in value of the work carried out from time to time depending on whether the price of material and labour 'As a whole' rise or fall. The price variation permitted as per Clause are of two folds viz.

(A) Price Variation in controlled materials and

(B) Price Variation in labour and material other than controlled One. The method adopted for computation of price variation shall be as given below –

(A) Computation of Price Variation for Controlled Materials.

The reimbursement or refund shall be permitted in the value of materials controlled by Government or its agencies, except the materials supplied by BMC and material against which advance is paid to the contractor as per Clause 84(a).

Government or its agencies periodically declares the price of controlled materials. The rate prevailing on the date of submission of the tender shall be considered as the basic price of such material and any variation (rise or fall) in this rate shall be considered for reimbursement to contractor or refund to be claimed from contractor as the case may be. For computation purpose, the difference between the price during period of work and basic price will be paid for or deducted as the case may be.

(B) Price Variation for Labour and Material other than Controlled by Government.

Price Variation for labour and materials other than controlled by government are computed separately and paid or deducted as the case may be. For computation purpose the labour component is considered as 30% and the material component is considered as 70% after deducting 15% profit from value of work carried out during the bill period. For computation purpose the separate formulae enunciated for labour component and material component are used.

(1) Price Variation for Labour Component.

This is calculated on the basis of Consumer Price Index declared by Government time to time using formula –

$$VL = (0.85R) \times \frac{-30}{100} \times \frac{(I - I_0)}{(I_0)}$$

WHERE = R = Value of work carried out during bill period.

I₀ & I = Basic and average consumer price index respectively.

(2) Price Variation for Material Component.

This is calculated considering wholesale price index published by Government or its agencies time to time following formula.

$$VM = (0.85R) \times \frac{70}{100} - C \times \frac{W - W_0}{(W_0)}$$

WHERE W₀ & W = Basic and average wholesale price index respectively.

C = (Total value of controlled material used for work as Recorded in M.B. and paid for at original basic rate). +

(The value of materials used and paid for bill period from the supplies made from Municipal stores as per contract).

Note : (i) In case of materials supplied by the Corporation the rate at which the value of 'C' is worked shall be the basic rate Plus Supervision charges.

(ii) The basic rate for the supply of controlled materials shall be inclusive of all components of cost of material excluding transport for bringing the material on site.

(iii) While calculating value of 'C' the quantity of the controlled materials adopted shall be inclusive of permitted wastage as mentioned in specifications.

(3) Computations -

The computations based on the above formulate shall be made for the period of each bill separately. Further, within each computation, price variation for tender items for quantity upto 150% of BoQ quantities exceeding 50% over tender items, extra items and provisional sums shall be calculated separately and added together to pay for or

refunded as the case may be. For convenience ready to use tabulation are furnished below :-

PRICE VARIATION FOR MATERIAL COMPONENT

- 1) Basic W.P.I. for tender prevailing as on 30 / 28 days prior to submission of tender.
- 2) Basic Index for revised schedule if any.
- 3) Basic W.P.I. for on which schedule tender is based.
- 4) Monthwise W.P.I. for the bill period.

JAN ____, FEB ____, MAR ____, APRIL ____
 MAY ____, JUNE ____, JULY ____, AUGUST ____
 SEPT ____, OCT. ____, NOV. ____, DEC. ____

Bill No.	Bill Period	Escalation for	R-Value	0.85 R	'C' Value	Wo	W ave.	$V_m=(0.85 R \times 70) - C$	$\frac{Wave}{Wo}$
		1) Tender item & Excess upto 50%							
		2) Excess quantities beyond 50% over BoQ.							
		3) Extra items (Schedule items)							
		4) Fair items (Extra items)							

Note : If F.M. Schedule is not changed during execution of the work, computation for Item No.(1) and (2) may be club together.

PRICE VARIATION FOR LABOUR COMPONENT

- 1) Basic W.P.I. for tender prevailing as on 30 / 28 days prior to submission of tender.
- 2) Basic Index for revised schedule if any.
- 3) Basic C.P.I. for schedule on which tender is based.
- 4) Monthwise W.P.I. for the bill period.

JAN ____, FEB ____, MAR ____, APRIL ____
 MAY ____, JUNE ____, JULY ____, AUGUST ____
 SEPT ____, OCT. ____, NOV. ____, DEC. ____

Bill No.	Bill Period	Escalation for	R-Value	0.85 R	Io	I ave.	$V_L=(0.85 R \times \frac{30}{100}) \times \frac{I ave.}{Io} - Io$
		1) Tender item & Excess upto 50%					

-
- 2) Excess quantities beyond 50% over BoQ.
 - 3) Extra items (Schedule items)
 - 4) Fair items (Extra items)

Note : If F.M. Schedule is not changed during execution of the work, computation for Item No.(1) and (2) may be club together.

(i) Computation of Price Variation for Tender Items :-

This shall include price variation for value of work as per BoQ items with excess quantities upto 50% over tender quantities. For computation purpose using formulae, the value of R, Io, I, Wo and W shall be considered as below –

Io – Basic Consumer Price Index : Io & Wo being indices prevailing as on the day 30 days (As per GCC 91)

Wo – Basic wholesale Price Index : 28 days (as per G.C.C. 2000) prior to submission of tender.

I = Wholesale Price Index : It shall be taken as average of all Month wise Index declared in bill period.

W = Wholesale Price Index

W = Wholesale Price Index

R = Total value of work done in bill period as recorded in M.B. taking into Account contractor's quoted percentage for (Tender quantities + Tender quantities exceeding upto 50%).

i.e. $R = (\text{Cost as per BoQ Items}) + (\text{Cost as per excess quantities upto 50\% over BoQ items.})$

(ii) Computation of Price Variation for quantities exceeding 50% over BoQ items (G.C.C. Clause 73(a)(i)).

This shall include price variation for value of work done as per BoQ. Items with quantities exceeding 50% over tender quantities. For computation purpose the components of formulae shall be considered as below :-

= Total value of work done as per BoQ. Items with quantities exceeding 50% over tender quantities in bill period as recorded in M.B. taking into account contractor's quoted percentage.

I & W = Average of monthly indices declared during bill period.

Io = Basic consumer price index } Io & Wo being the indices applicable on the date at
 Wo = Basic wholesale price } which the rate under Condition 73(a) (i) are fixed.

As per G.C.C. clause 73(a)(i) the rate are fixed by mounting tender percentage on the Corporation Fair Market Schedule applicable at the time of execution of the excess work.

This implies two cases viz. (i) when the applicable schedule is same as on which the tender is based AND

(ii) When the applicable schedule is that subsequently revised after tender.

For (i) above, when applicable schedule is same, rates are fixed by mounting contractor's percentage as per tender on already existing schedule rate hence, Io and Wo shall be the same as for tender i.e. that was prevailing on the day of 30 days / 28 days prior to submission of tender.

For (ii) above, when the applicable schedule is subsequently revised, once rates are fixed by mounting new schedule rates over existing tender percentage. Hence, Io and Wo will be the same as for new Schedule i.e. when new schedule was approved.

(iii) Computation of Price Variation for Extra items created as per Clause 73(b) (i)&(ii).

This shall include price variation for value of work done by creating extra item as per G.C.C. 73(b)(i)&(ii). For computation purpose the components of formulae shall be considered as :

= Total value of work done with extra items created as per GCC 73(b) (i) & (ii) in bill period taking into account contractor's quoted percentage.

I & W = Average of monthly indices declared during bill period as per Recorded in M.B.

Io – Basic Consumer Price Index : As per GCC 91
Io & Wo being indices prevailing as on the day 30 days prior to submission of tender.

Wo – Basic wholesale Price Index : As per GCC 2000
Io & Wo being indices applicable on the date at which the rates under condition 73(b) & (ii) are fixed.

The rates are fixed by combining the two components viz. contractor's percentage quoted in the tender and rates of applicable schedule. This implies two cases:-

- (i) When the applicable schedule is same as on which the tender is based.
- (ii) When the applicable schedule is that subsequently revised after tender.

For (i) above, when applicable schedule is same, the rates are fixed by mounting contractor's percentage as quoted in tender on already existing schedule rate hence, Io and Wo shall be the same as for tender i.e. that was prevailing on the day of 30 days / 28 days prior to submission of tender.

For (ii) above, when the applicable schedule is subsequently revised rates are fixed by mounting new schedule rates over existing tender percentage, hence, Io and Wo shall be the same as for new schedule was approved.

(iv) Computation Price Variation for Fair Items created as per G.C.C. 73(b)(iii).

For extra items created with fair rates during execution of work, as per G.C.C. clause 74, Io and Wo being the indices applicable to the date on which the rates under condition no.73(b)(iii) are fixed.

As per Clause 73 (b) (iii) rates are fixed by preparing rate analysis for particular items and getting approved from the competent authority. Hence, Io and Wo shall be the same as that was prevailing on the days of approval of fair rate by Competent Authority or execution of work as per fair items whichever is earlier and I and W will be average of monthly indices declared during period carrying out work with this fair items.

Sd/- (7-6-01)
E.E.(B.C.)City

Sd/- (13-7-01)
for Dy.C.E.(B.C.)City

Sd/- (2-8-01)
C.E.

Sd/- (29-9-01)
Dir.(ES&P)