



MUMBAI METRO RAIL CORPORATION LTD
(MMRC)

E-TENDER FOR

MUMBAI METRO LINE-3
(COLABA-BANDRA-SEEPZ)

**“Annual maintenance of newly planted trees at car depot in
Aarey colony Goregaon for year 2016-2017”**

BID DOCUMENT

JUNE 2016

**MUMBAI METRO RAIL CORPORATION LTD (MMRC),
2nd Floor, NaMTTRI Building, E-Block, Plot No.R-13,
Bandra-Kurla Complex,
Bandra (East)
Mumbai- 400 051**

CONTRACTOR

ASSISTANT GENERAL MANAGER



MUMBAI METRO RAIL CORPORATION LTD
(MMRC)

E-TENDER FOR

MUMBAI METRO LINE-3
(COLABA-BANDRA-SEEPZ)

**“Annual maintenance of newly planted trees at car depot in
Aarey colony Goregaon for year 2016-2017”**

ESTIMATED COST : **Rs. 10,26,000/-**

TENDER FEE : **Rs. 2,000/-**

Note:

- 1) The tenderer is required to quote his rates electronically at the prescribed space in the **dialog box in e-Envelope C.**
- 2) The tenderer is required to carefully read the special conditions of contract at page **No. 34.**

Issued to:

M/s. _____

CONTRACTOR

ASSISTANT GENERAL MANAGER



MUMBAI METRO RAIL CORPORATION LIMITED

(A JV company of Govt. of India and Govt. of Maharashtra)
MMRC Office Building, Bandra-Kurla Complex, Bandra (E), Mumbai- 400 051.
Tel- (022)26384621 Website: <https://www.mmrc.com>
MMRDA e-Tendering portal : <https://etendermmrda.maharashtra.gov.in>

E-TENDER NOTICE

Digitally Signed & unconditional online Tenders in form “B-1” (Percentage Rate) are invited by the General Manager, Mumbai Metro Rail Corporation Ltd (MMRC) for the work of “Annual maintenance of newly planted trees at car depot in Aarey colony Goregaon for year 2016-2017” from the experienced & qualified contractors.

For further details please refer e-Tendering portal : <https://etendermmrda.maharashtra.gov.in>.

Date. 24/06/2016

Place: Mumbai

No. MMRC/Car Depot/Tree/Ann Maint/NIT/16

Sd/-
General Manager,
MMRC

CONTRACTOR

ASSISTANT GENERAL MANAGER



MUMBAI METRO RAIL CORPORATION LIMITED

(A JV company of Govt. of India and Govt. of Maharashtra)
 MMRC Office Building, Bandra-Kurla Complex, Bandra (E), Mumbai- 400 051.
 Tel- (022)26384621 Website: <https://www.mmrcl.com>
 MMRDA e-Tendering portal : <https://etendermmrda.maharashtra.gov.in>

DETAILED E-TENDER NOTICE

Digitally Signed & unconditional online Tenders in form “B-1” (Percentage Rate) are invited by the General Manager, Mumbai Metro Rail Corporation Ltd (MMRCL), from contractors who have carried out work of similar type and magnitude and fulfilling conditions as under:

1. The Contractors shall have valid registration under appropriate class with the Government of Maharashtra or other State Governments / Government of India or State / Central Government Undertaking.
2. Details of tender :

| Sr | Name of Work | Estimated cost (In Rs.) | Earnest Money (In Rs.) | Security Deposit (In Rs.) | Time Period |
|----|--|-------------------------|------------------------|---------------------------|-------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1. | Annual maintenance of newly planted trees at car depot in Aarey colony Goregaon for year 2016-2017 | Rs. 10,26,000/- | Rs. 10,260/- | Rs. 51,300/- | 12 Months (Including Monsoon) |

3. Online e-Tender Schedule :

| S. No. | Tender Schedule | Bidder Schedule | Start Date & Time | End Date & Time |
|--------|---------------------------------------|--------------------------------|----------------------|----------------------|
| 1. | Tender Authorization and Publishing | ----- | 27/06/2016, 1000 hrs | 28/06/2016, 1800 hrs |
| 2. | ----- | Tender Document Download | 29/06/2016, 1000 hrs | 11/07/2016, 1400 hrs |
| 3. | ----- | Bid Preparation and Submission | 29/06/2016, 1001 hrs | 11/07/2016, 1800 hrs |
| 4. | Tender Closing | ----- | 12/07/2016, 1000 hrs | 12/07/2016, 1800 hrs |
| 5. | ----- | Online Control Transfer of Bid | 13/07/2016, 1000 hrs | 13/07/2016, 1800 hrs |
| 6. | Opening Envelope A – Tender Fees, EMD | ----- | 14/07/2016, 1000 hrs | 14/07/2016, 1800 hrs |

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| | | | | |
|----|---------------------------------------|-------|-------------------------|-------------------------|
| 7. | Opening Envelope B – Technical Bid | ----- | 14/07/2016, 1000 hrs | 14/07/2016, 1800 hrs |
| 8. | Opening Envelope C – Financial Bid | ----- | 18/07/2016, 1000 hrs | 18/07/2016, 1800 hrs |

4. To qualify for award of the contract each bidder in its name as prime contractor should have in the last three years i.e. 2013-14 to 2015-16 satisfactorily completed atleast one similar kind of work for any Government / semi Government / private organizations of aggregate value not less than 80% of the estimated cost put to tender as shown in Column No.3.
5. Certificate of satisfactory completion of similar works issued by competent officer not below the rank of Executive Engineer as well as works being performed shall be uploaded online.
6. Bidders should have valid class 2 or 3 Digital Signature Certificate (DSC) having both Signing and Encryption Certificates obtained from any Certifying Authorities empanelled by Controller of Certifying Authorities India. In case of requirement of DSC, Bidders should go to <https://etendermmrda.maharashtra.gov.in/files/mmrda/misc/Digital%20Certificate.rar> and follow the procedure mentioned in the document Procedure for Digital Certificate.
7. Tenderer who are participating in e-tendering for the first time shall have to obtain User ID & password from the abovementioned portal.
8. In case of any queries, Bidders may contact MMRDA's e-tendering service desk at etendersupport@mailmmrda.maharashtra.gov.in (Phone No. 022-26597445).
9. Tender Document can be downloaded for reference purpose from the e-Tendering Portal of MMRDA during the period mentioned in the tender notice. Interested Bidders have to make online payment of Rs. 2,000/- (Rupees Two Thousand only) inclusive of MVAT (nonrefundable) as Tender Processing Fee using online payment gateway during bid preparation using i.e. Debit Card/Credit Card/Net-Banking. Tender Fee receipt can be system generated during bid preparation by the Bidder.
10. The tenders shall be received online on above mentioned MMRDA official e-Tendering portal and will be opened on scheduled date and time.
11. Validity period of the offer of the tenderer will be 120 days from the date of submission of the financial bid of the e-Tender.
12. The lowest tenderer will have to submit the rate analysis of all major items if called for.
13. Bidder should upload scanned attested photocopies of all documents on above mentioned MMRDA official e-Tendering portal & produce in original on request by MMRC at any stage from e-Tender opening.

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14. Awarded tenderer shall have to submit signed copy of tender manually to the department.
15. MMRC reserves the right to verify financial transaction of contractor in his Bank / Financial Institutions. Contractor should give authority to that effect along with his accounts number and Bank/ Financial institution name & address. Any changes / modification may be communicated to MMRC immediately.
16. If there is any amendment in the tender the same shall be published on following MMRDA's official e-Tender portals / website :
- MMRDA e-Tendering Portal: <https://etendermmrda.maharashtra.gov.in>
MMRDA Website: <https://mmrda.maharashtra.gov.in>
17. No Joint Ventures shall be allowed.
18. Right to reject any or all offers without assigning any reason thereof is reserved by MMRC.

Date. 24/06/2016
Place: Mumbai
No. MMRCL/Car Depot/Tree/Ann Maint/NIT/16

Sd/-
General Manager,
MMRC

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MUMBAI METRO LINE 3 (COLABA-BANDRA-SEEPZ)

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Chapter I

Detailed e-Tender Notice and Guidelines for Submission of Tender

CHAPTER I

Guidelines for submission of E-Tender

1. GENERAL GUIDELINES

1.1 Location of the work:

The location of work is near car depot plot at Aarey colony in Goregaon.

1.2 Time limit for completion of work:

The Work period is 12 (Twelve) calendar months, inclusive of monsoon period, from the Date of Order to Commence the Work.

1.3 Earnest Money and Security Deposit:

Earnest money for this work will be Rs. 10,260/-. Security deposit will be Rs. 51,300/- or 5% of contract price whichever is higher.

1.4 Details of Earnest Money:

EMD Payment as mentioned above has to be made through RTGS / NEFT mode using the System Generated Challan. Bidders should ensure that the payment of the EMD is made at-least **5 working days** prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission.

Bidders need to upload scanned copy of EMD paid receipt during bid preparation.

Bidders should mention the beneficiary details for EMD refund in the Earnest Money Deposit Form for fields marked as details required for Refund. MMRC / MMRDA or e-Tendering Service Provider will not be liable for delays caused in EMD refund due to incorrect beneficiary details.

The earnest money deposit of unsuccessful bidders will be refunded through RTGS, NEFT mode only after finalization of the tender for which the above refund details are required. Bidders should also upload scanned copy of cancelled cheque along with refund letter for refund of their EMD payment. In case of successful bidder, amount of the earnest money deposit may be transferred towards part of the security deposit to be paid after the award of the work, if he intends to do so in writing.

Bidders failing to complete the payment of EMD using the above mentioned process of RTGS / NEFT after downloading the system generated challans will not be able to submit their bids.

Note: Kindly note that transfer of funds to MMRDA's account through NEFT / RTGS mode, from the Bidders' ICICI accounts is currently not possible. In case of

funds transfer through NEFT / RTGS, Bidders are requested to transfer from any other bank (excluding ICICI Bank).

1.5 Details of Security Deposit:

The successful tenderers shall have to pay two and half percent of estimated cost put to tender or contract price of work, whichever is higher as security deposit by Demand Draft/Pay Order in favour of “Mumbai Metro Rail Corporation Ltd” payable at Mumbai or Bank Guarantees issued by any Nationalized bank or banks promoted by All India Financial Institutions issued by a branch in Mumbai in format acceptable to MMRC while accepting the tender that is before issuing work order and two and half percent of estimated cost put to tender or contract price of work, whichever is higher deducting from Running Account Bills at the discretion of the Engineer-in-charge (at 5% of each Running Account Bill till the full security deposit is recovered or alternatively from the first and second Running Account Bills) so that, the total deposit equivalent to five percent (5%) of the estimated cost put to tender or contract price of work, whichever is higher made up and held by the MMRC as Security Deposit. The Bank Guarantee towards initial security deposit (i.e. 2.5 %) shall be pledged & valid for 30 days beyond the end of defect liability period. The contractor shall be responsible to pay stamp duty as payable under Bombay Stamp Duty Act, 158 for Deposits paid in Demand Draft / Bank Guarantee, etc and shall furnish a copy of Challan having paid the same to Government. Failure to furnish within 3 months from the date of work order the same will be recovered at the rates in prevalence as per Stamp Duty Act, from the bills and resubmitted to Government.

1.6 Additional Security Deposit:

Additional Security to be paid by the selected contractor towards unbalanced tender shall be calculated as follows:

No additional performance security towards unbalanced tenders will be due for the tender, if the quoted percentage is up to and inclusive of 10 % below the cost put to tender.

If the tendered offer is anything more than 10% below compared to the cost put to tender, the unbalanced cost for performance security will be worked out by taking 100% difference between the 90% of cost put to tender and that of offer of the tenderer. The payment of additional security towards unbalanced tenders shall be in the form of Bank Guarantee of any Nationalized bank or banks promoted by All India Financial Institutions issued by a branch in Mumbai in format acceptable to MMRC. The Bank Guarantee towards additional security deposit shall be pledged & valid for 30 days beyond the completion of work as certified by the Engineer. The additional security deposit shall be released along the final bill on satisfactory completion of work.

1.7 Revision or Amendment in Tender Document:

The Competent Authority, may omit or suspend certain items of work, revise or amend the tender document before online submission of tender. Such revisions or amendments or extension, if any, shall be communicated to all concerned by email on above mentioned MMRDA official E-Tendering portal which will be issued at least 7 days before the due date of receipt of tender.

1.8 Tender Rates:

The rates quoted in schedule B are for finished and completed items and no extra amount for carting or transporting material, labour etc. shall be paid unless specifically so mentioned or provided for in the tender. The rates are inclusive of all leads and lifts for all materials in the completed items and also include all taxes, duties, royalties etc.

1.9 Summary rejection of tender:

The tenders not accompanied with Earnest Money shall be summarily rejected. Similarly, if the tenderer proposes any alternation in or additions to the prescribed form of tender or reserves the right to decline to carry out any work in the tender document; of any conditions mentioned etc., his tender is liable to be rejected.

1.10 The successful tenderer will have to sign an agreement as required. The necessary stamp fees, etc. required for completing the agreement will have to be borne by the tenderer.

1.11 The tenderer is requested to visit the site of the work and see for himself the site conditions regarding layout and all other matters, affecting the work before filling in the percentage offer. Submission of a tender by a tenderer implies that they had read these instructions and has made himself aware of the scope of the work, conditions of contract and the MMRC will not, therefore, bear any extra charges on any account, in case he finds on to have misjudged the site conditions or specifications.

1.12 Conditional tender shall not be accepted.

1.13 The right to reject all or any of the tenders without assigning any reason, whatsoever, is reserved with the Competent Authority.

1.14 The **General Manager**, MMRC shall be the Competent Authority for accepting the tender.

1.15 The tenderer will have to enter into regular agreement in form B-1 on the receipt of acceptance of the tender and shall abide by all the rules and regulations embodied therein and pay the initial security deposit as shown in the schedule, failing which

the MMRC shall be entitled to forfeit the full amount of earnest money deposited by the tenderer.

1.16 (1) The successful tenderer shall have to work in co-ordination and cooperation with any other contracting agencies appointed by the MMRC to work simultaneously in the same or adjoining area. The decision of the MMRC in case of any dispute between the different agencies appointed by the MMRC shall be final and binding.

(2) Income tax, Works Contract Tax, VAT, Service tax, labour cess and any other central, state, local tax ordered by the competent authority at the rates in force during the progress of contract or the percentage that will be in force from time to time shall be recovered / deducted from the gross amount of the bill whether for measured work or advance payment or secured advance.

(3) The Contractor shall have to make his own arrangement at no extra cost to the MMRC for water supply at the site of work.

(4) Deleted.

(5) The detailed E-tender notice along with the subsequent corrigendum, addendum, etc. shall form part of the tender document.

1.17 (1) The Contractor shall furnish all tools, plants, instruments, supervisory staff, labour, materials, consumable and everything necessary whether or not such items are specifically stated herein, for completion of the job in accordance with the specification requirements.

(2) The Contractor shall carry out the necessary surveys of the site required for above work before starting the work.

1.18 The contractor shall familiarize himself with the site where he is expected to execute the work and quote his percentage considering all the hurdles likely to face during execution.

1.19 The contractor whose tender is accepted will be required to produce to satisfaction of the Concerned Authority valid and current license issued in his favor under the provision of the contract labor (Regulations and abolition) Act 1970 and in case of failure to do so the acceptance of the tender would be liable to be withdrawn and earnest money forfeited.

1.20 Contractor shall take out necessary Insurance Policy/Policies so as to provide adequate insurance cover for execution of the awarded contract work from the “Directorate of Insurance, Maharashtra State, Mumbai - 400 051” only. Insurance Policy / Policies taken out from any other insurance Company will not be accepted. However, if the contractor desires to effect insurance with the local office of any insurance company, the same should be under the co-insurance-cum-servicing arrangements (with G.I.F.’s share at 60% and insurance Company’s share at 40%) approved by the Directorate of Insurance. If the policy taken out by the contractor is not on co-insurance basis the same will not be accepted and the amount of premium calculated by the Directorate of Insurance will be recovered directly from the amount payable to the contractors for the executed contract work.

1.21 Bids from joint ventures are not accepted.

1.22 Validity of Tender:

One Hundred Twenty days from the date of submission of financial bid of e-tender. During this period no tenderer shall be allowed to withdraw his tender.

2. GUIDELINES FOR SUBMISSION OF E-TENDER

2.1 Tenderer shall follow the instructions on the portal for submission of e-tender.

2.2 Tender shall be submitted online on the e-Tendering portal in ‘three electronic envelopes system’ within prescribed schedule.

2.3 e-Envelope A

Tenderer shall upload scanned copies of the following:

- i. Generate Receipt for e-tender fee
- ii. Upload Receipt of Earnest Money Deposit

2.4 e-Envelope B (Technical bid)

Tenderer shall upload scanned copies of the following:

- a) Certificate of registration as approved contractors in appropriate category and class.
- b) Details of works of similar type satisfactorily completed by the tenderer as prime contractor (i.e. atleast one similar kind of work for any Government / semi Government / private organizations of aggregate value not less than 80% of the estimated cost put to tender) during last three financial years.
- c) Details as per Chapter-III.

- d) Solvency Certificate from the Collector of the District within which the contractor resides or a banker's certificate of the contractor's financial stability (20% of estimated cost put to tender).
- e) The Bidder shall give an undertaking in writing that if awarded this Work, he shall produce to the full satisfaction of the Engineer before starting of work, the certificate of having registered with the Assistant Commissioner of Labour as required under Contract Labour (Regulations and Abolition) Rules, 1970.

2.5 e-Envelope C (Financial bid)

- a) Tenderer shall quote his offer as percentage below/ above the estimated cost electronically at the prescribed space in the dialog box in e-Envelope C. The amount quoted by the tenderer shall be calculated by the system.
- b) Upload the digitally signed copy of Tender document and Price bid Cover letter

2.6 Procedure for Tender opening

Contents of e-Envelope A will be scrutinized and only those tenderers who have fulfilled the requirements shall be eligible for opening of e-Envelope B. Similarly, contents of e-Envelope B will be scrutinized and only those tenderers who have fulfilled the requirements shall be eligible for opening of e-Envelope C.

Tenderer may remain present in the office of the tender opening authority at the time of opening of financial bids. However, the results of the financial bids of all bidders shall be available on the e-Tendering portal immediately after completion of the opening process.

Chapter II

Bank Guarantee Bond

CHAPTER II

FORM OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT

1. In consideration of the Mumbai Metro Rail Corporation Limited (hereinafter called "the Employer") having agreed to exempt _____ (hereinafter called "the Contractor" from the demand, under the terms and conditions of an Agreement dated _____ made between the Employer and _____ for _____ (hereinafter called "the Agreement"), of security deposit for the due fulfillment by the Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____).

We,

_____ (hereinafter referred to as "the Bank") at the request of _____ (Contractor do hereby undertake to pay to the Employer an amount of not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reasons of any breach by the Contractor of any of the terms and conditions contained in the said Agreement.

2. We, _____ (indicate name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage to or would be caused to or suffered by the Employer by reason of breach by the Contractor of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor's failure or repudiation to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal.

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

4. We, _____ (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force

and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or the Employer has certified that the terms and conditions of the said Agreement have been fully and properly carried out by the Contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on to us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate the name of Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the Contractor or for any forbearance, act or commission on the part of the Employer or any indulgence by the Employer to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything contained herein above, this guarantee is limited to Rs. _____ shall remain in force until _____. All claims hereunder must be presented to the guarantor, not after the said date, all your right under the said guarantee shall be forfeited and we shall be discharged from all liabilities under this guarantee thereafter.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, _____
(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency.

Dated _____ Day of _____ 2016

For _____

(Indicate the name of the Bank)

Chapter III

Details to be Submitted by e-Tenderer

CHAPTER III
DETAILS TO BE SUBMITTED BY BIDDER

1.1 Constitution or legal status of Bidder

[Attach copy]

Class, Category and Place of registration :

Principal place of business :

Power of attorney of signatory of Tender

[Attach]

1.2 Total value of work executed and payments received in the last **three** years.

Attach certificate from Chartered Accountant.

1.3 Work performed as prime Contractor (in the same name) on works of a similar nature over the last **three** financial years*:

| Project Name | Name of the employer* | Description of work | Contract No. | Value of contract (Rs.) | Date of issue of work order | Stipulated period of completion | Actual date of completion* | Remarks explaining reasons for delay and work completed |
|--------------|-----------------------|---------------------|--------------|-------------------------|-----------------------------|---------------------------------|----------------------------|---|
| | | | | | | | | |

**Attach certificate(s) issued by competent officer not below the rank of Executive Engineer*

1.4 **Details of Machinery:**

Deleted

1.5 **List of key personnel of the bidder to be appointed on this work:**

Deleted

1.6. Financial reports for the last three years: balance sheets, profit and loss statements, auditor's reports (in case of companies/corporation), etc.

1.7. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of supporting documents [*sample format attached*].

1.8 Name, address, and telephone, email address of the Bidder bankers who may provide references if contacted by the Employer.

1.9. Information on litigation history in which the Bidder is involved.

| Other party(ies) | Employer | Cause of dispute | Amount involved | Remarks showing present status |
|------------------|----------|------------------|-----------------|--------------------------------|
|------------------|----------|------------------|-----------------|--------------------------------|

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF
CREDIT FACILITIES**

BANK CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing.

If the contract for the work, namely is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract.

___ Sd. ___

Name of Bank
Senior Bank Manager
Address of the Bank

Chapter IV

General Conditions

CHAPTER IV
GENERAL CONDITIONS

1. **Introduction**

The specifications included in the tender follow the corresponding standards of the P.W.D., MORT&H, RDSO and M.C.G.M.

The system of recording, measurements and payments will be based on the MMRC & MORT&H practice in vogue.

2. It is presumed that the Contractor has perused carefully and thoroughly the standard and special specifications of the individual items and studied the site conditions before quoting by him at the percentage above / below the estimated cost.
3. Special provisions in the detailed specifications of wording of any item shall give precedence over, if any, the standard specifications of the P.W.D., MORT&H, RDSO or the M.C.G.M. In case of any contradictions in the specifications, the interpretation and decision of the Engineer shall be final and binding.
4. In all cases of errors, omissions or doubts or discrepancies in dimensions or description in drawings or in specifications, etc. a reference shall be made by the Contractor to the Engineer, whose decisions shall be treated as final and Contractor shall be liable to be held responsible for any errors or omissions arising out of his not referring the doubts in advance to the Engineer for clarifications.
5. If the Contractor has any doubts, whatsoever, as to the contents of the Bid documents he shall in good time, i.e. before submitting his tender, get his doubts clarified from the Engineer in writing. Once the tender is submitted by him the matter will be decided according to the tender stipulations in the absence of such pre-clarifications from the Engineer and the Contractor shall be bound by the decisions of the Engineer.
6. All the items in Schedule B of the tender are for completed items of work and no extra claims shall be accepted as regards to omission/discrepancies in specifications, labour, materials, all taxes (Sales Taxes, Work Contract Tax, etc.) royalties, and any other charges, etc.
7. On request from the Contractor, the Employer shall extend all possible help at no extra cost in securing priorities for deliveries, etc. However, the Employer shall not be held responsible for delays arising out of making such arrangements and for which no financial claims will be entertained by the Employer.
8. The Contractor shall have to make his own arrangements for procuring all materials and machinery required for the work and to adopt necessary safety measures for protection of men and materials and nearby public or private properties against any accidental damages to life or property arising out of his work activities.
9. Deleted.

10. Deleted.
11. Deleted.
12. In case of any error in giving reference to the standard specifications of the P.W.D., MORT&H and M.C.G.M, etc. like reference to correct specifications numbers, or pages, etc. the Contractor shall be bound to carry out the Work in accordance with the correct and relevant specifications of the standard specifications including any subsequent revision of the standard specifications by the P.W.D., MORT&H and M.C.G.M. or as directed by the Engineer.
13. Deleted.
14. Deleted.
15. Deleted.
16. The Engineer shall have full rights to ask for any additions or deletions in the supervisory staff and labour force of the Contractor and this should be done immediately by the Contractor to his full satisfaction.
17. Deleted.
18. **Initial measurement for record**
Deleted.
19. **Project Manager**
Deleted.
20. **Treasure Trove**
Deleted.
21. **Permits and Licences**
The Contractor shall procure at his own expenses all permits and licenses to comply with rules and regulations laid down by the concerned authority and pay all charges, fees and give all notices necessary and pay all dues in connection with the lawful execution of the Work.
22. **Patented Devices, Materials and process**
Whenever the Contractor desires to use any designed devices, materials or processes covered by letter of Patent or Coy Right, the right for such use shall be secured by suitable legal arrangement with the patent owners and the copy of their agreement shall be supplied to the Engineer if so desired by him. It shall be the responsibility of the Contractor to observe all legal formalities for use of such patents and

consequences, if any, due to failure on his part to do so shall be the sole responsibility of the Contractor.

23. **Indemnity**

The Contractor shall indemnify the Employer against all actions, suits claims, damages and demands brought or made against him in respect of anything done or omitted to be done by the Contractor in execution of or in connection with the work of this Contract and against any loss or damage to the Employer in consequences of any action or suit being brought against the Contractor for anything done or omitted to be done in execution of the Work of this Contract.

Chapter V

Additional General Conditions and Specifications

CHAPTER V
ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

1. These are to apply as additional to the General Requirements.

2. **Definitions**

Unless excluded by or repugnant to the context,

"**Activity Schedule**" means the priced and completed Activity Schedule forming part of the Bid.

The "**Completion Date**" is the date of completion of the Works as certified by the Engineer

The expression "**Contract**" as used in the documents shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.

The expression "**Contractor**" used in the documents shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work.

The "**Contract Price**" or "**Contract Sum**" is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

"**Drawings**" shall mean the drawings referred to in the specifications and any modifications of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

A "**Defect**" is any part of the Works not completed in accordance with the Contract.

The "**Defects Liability Period**" is the period calculated from the Completion Date.

The "**Employer**" is MMRC and is the party who will employ the Contractor to carry out the Works.

The "**Engineer**" as used in the documents shall mean the Assistant General Manager of MMRC or his authorized representative of the Work.

"Equipment" is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **"Initial Contract Price"** is the Contract Price stated in the Employer's Letter of Acceptance.

The **"Provisional Sum"** or **"Provisional Lump Sum"** shall mean lump sum included by the Employer in tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.

The **"Intended Completion Date"** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

"Materials" are all supplies, including consumables, used by the Contractor for incorporation in the Works.

"Plant" is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **"Site"** shall mean the lands and/or other places, in or through which the Work is to be executed under the Contract including any other lands or places which may be allotted by the Employer or used for the purpose of this Contract.

The **"Day"** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.

"Site Investigation Reports" are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the Site.

"Specification" means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **"Commencement Date"** shall be date to proceed with the Work.

"Subcontractor" is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract which includes work on the Site.

"Temporary Works" are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the permanent Works.

“**Variation**” is an instruction given by the Engineer, after consultation with the Employer, which varies the Works.

“**Urgent works**” shall mean any measure which, in the opinion of the Engineer, become necessary during the progress of the Works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.

In these documents, the word “**bid**” shall be taken as synonymous with the word “**tender**”.

3. Interpretation

Deleted.

4. Construction Equipment

Deleted.

5. Responsibilities for Level and Alignment

Deleted.

6. Damage by Floods or Accidents

Deleted.

7. Police Protection

Deleted.

8. Traffic Regulation during Execution of Work

Deleted.

9. Medical and Sanitary Arrangement to be Provided for Labour Employed by the Contractor

Deleted.

10. Engineer's Decisions

10.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

11. Delegation

11.1 The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

12. Communications

12.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

13. Other Contractors

13.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, owners of utilities, and the Employer.

14. Personnel

Deleted.

15. Approval by the Engineer

Deleted

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

18. Possession of the Site

Deleted.

19. Access to the Site

19.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the Works.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Engineer which comply with the applicable laws where the Site is located.

20.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

21. Programme

Deleted

22. Management Meetings

Deleted

23. Early Warning

Deleted

24. Identifying Defects

Deleted

25. Tests / Routine Testing

Deleted

26. Correction of Defects

Deleted

27. Uncorrected Defects

Deleted

28. Currencies

28.1 All payments shall be made in Indian Rupees.

29. Recovery of compensation for delayed completion

Deleted

30. Advance Payment

30.1 There is no advance payment.

31. Completion

31.1 The Contractor shall request the Engineer to issue a Certificate of Completion for the Works and the Engineer will do so upon deciding that the Work is completed.

32. Taking Over

32.1 The Employer shall take over the Site and the Works within seven days of the Engineer issuing a Certificate of Completion.

33. Final Account

33.1 The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within reasonable period of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within reasonable period a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within reasonable period of receiving the Contractor's revised account.

34. As-built drawings

Deleted

35. Property

35.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

36. Release from Performance

36.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this Certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

37. Not Used

Chapter VI

Special Conditions

CHAPTER VI
SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract shall take precedence over any other corresponding condition/stipulation/ clause of tender appearing elsewhere in this document.

1. About 450 number of plants of indigenous varieties are planted in February 2015 at car depot plot at Aarey colony Goreagon (Please refer Annexure-1)
2. The quantities of items in Schedule B are approximate and likely to substantially increase / decrease. For any decrease of quantities, the Contractor shall not be eligible to claim any extra payment / compensation. In case of excess quantities the Contractor will be paid strictly as per Conditions of Contract.
3. The contractor shall have to maintain documentary proof in terms of photographs, video recording for work executed with appropriate back up at their cost.
4. The Contractor shall be responsible for carrying out all such operations as may be required for the proper development and maintenance of plants. This shall include timely watering, removing side branches, proper fixation of tree support, preparation of tree basins, weeding and manuring as and when required.
5. Contractor shall have to submit a monthly report indicating the tree survival status, number of water tankers delivered, number of labourers deployed, checking against insect/pest/fungus attack & treatment done (anti-termite treatment as and when required shall be done at contractor's own cost), etc.
6. MMRC will not be held responsible for any incidents or disputes that may occur with the contractor laborers or those engaged by the Contractor for work and no compensation will be paid by the MMRC on account of any such issues. The labour engaged by the contractor shall be paid in accordance with the law in force and no liability on any account will be to MMRC. The contractor shall fully indemnify MMRC for any claim, loss, injury or damage to person or property at site.
7. All equipments required for development shall be arranged and maintained by the Contractor at their cost.

Chapter VII

Contract Agreement

CHAPTER VII
CONTRACT AGREEMENT

MUMBAI METRO RAIL CORPORATION LTD (MMRC)

Name of Work: Annual maintenance of newly planted trees at car depot in Aarey colony
Goregaon for year 2016-2017

THESE ARTICLES OF AGREEMENT made at Mumbai this.....day of
Two Thousand Sixteen between the Mumbai Metro Rail Corporation Ltd (MMRC) constituted and established and having its principal office on 2nd Floor, NaMTTRI Building, Plot No. R-13, E-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 hereinafter called “the Employer” (which expression shall unless the context does not admit, include its successor or successors and assign or assigns) of the one part and Shri....., Indian inhabitant and being Proprietor of the partnership firm carrying on business of Civil Engineers and Civil Contractors in the name and style of M/s.and having their office athereinafter called collectively “the Contractor” (which expression shall unless the context does not admit, included their respective heirs, administrators, executors and surviving partner or partners) of the other part.

WHEREAS the Employer invited by its public advertisement No.published in thedated.....public tenders for the execution of works referred to there in and more particularly described in the tender documents constituted in the Tender Notice, Tender Guidelines to the Bidders, General Requirements of Contract, Conditions of Contract, Specifications, Schedule of Quantities, Reference Documents and other allied documents.

AND WHEREAS the Contractor submitted his tender datedfor a sum of Rs. the estimated cost.

WHEREAS in exercise of its power under Clause (IV) of sub section (2) Section 6 of the Mumbai Metropolitan Region Development Authority Act, 1974 as amended up to-date.

AND WHEREAS the parties hereto are desirous of recording the Agreement so concluded between them which they do hereinafter.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of the Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this Agreement, and the priority of the documents shall be as follows:
 - (i) The Contract Agreement
 - (ii) Letter of Acceptance

- (iii) Addendums to the Bid documents
- (iv) Special Conditions of Contract
- (v) Conditions of Contract, Addition General Conditions and Specifications, General Conditions
- (vi) Tender Notice and Scope of Works
- (vii) Bill of Quantities
- (viii) Annexures
- (ix) Reference documents

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy and defects therein conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written:

SIGNED AND DELIVERED FOR AND ON _____)
 BEHALF OF MUMBAI METRO RAIL CORPORATION LTD)

Name: _____ Signature: _____
 Designation: _____

In the presence of:

(1) Name: _____ Designation: _____ Signature: _____
 (2) Name: _____ Designation: _____ Signature: _____

SIGNED AND DELIVERED FOR AND ON _____)
 BEHALF OF THE CONTRACTOR _____)

Shri)
 pursuant to Authority of their)
 Deed of Partnership)

Signature: _____

In the presence of:

(1) Name: _____ Designation: _____ Signature: _____
 (2) Name: _____ Designation: _____ Signature: _____

Chapter VIII

Declaration by Contractor

CHAPTER VIII

DECLARATION BY CONTRACTOR(S)

I / We hereby declare that I / We have made myself / Ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I / We have based my / Our rates for this tender. The specifications and lead on this work have been carefully studied and understood by me / us before submitting the tender. I / We undertake to use only the best materials and method proposed to employ duly approved by the Engineer, during execution of the work and to abide by the decision.

Signature of Contractor with Stamp

Chapter IX (a)

Percentage Rate Tender Form B-1

CHAPTER IX (a)

FORM B-1

Percentage Rate Tender and Contract for Works

General Rules and Directions for the Guidance of Contractor

1. All works proposed to be executed by Contractor shall be notified in a Form of invitation to tender pasted on a board hung up in the office of the Employer and made available in the government website.

This Form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful Bidder and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Employer for the purpose of identification shall also be open for inspection by contractors at the office of the Employer during office hours.

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
 - i) The Contractor shall pay along with the Tender **Rs. 10,260/- (Rupees Ten Thousand two hundred sixty Only)** as and by way of Earnest Money Deposit as specified in guidelines for submission of e-Tender in Chapter-1. The said amount of earnest money shall not carry any interest.
 - ii) In the event of his Tender being accepted subject to the provisions of sub-clause (iii) below the said amount of earnest money shall be appropriated towards the amount of Security Deposit payable by him under Conditions of Contract.
 - iii) If, after submitting the tender, the Contractor withdraws his offer, or modifies the same, or if after the acceptance of his tender the Contractor fails or neglects to furnish the Security Deposit, within 10 days from the date of letter of intent without prejudice to any other rights and powers of the Employer, hereunder or

in law, the Employer shall be entitled to forfeit the full amount of the earnest money deposited by him. Please see Clause 1 of Conditions of Contract.

- iv) In the event of his tender not being accepted, the amount of earnest money deposited by the Contractor shall unless it is prior thereto forfeited under the provisions of sub-clause (iii) above, to be refunded to him on his passing receipt thereof.
3. Receipts for payments made on account of any work, when executed by a firm shall also be signed by all the partners except where the contractors are described in their tender as a firm in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up in figures in e-Envelope 'C' (Financial Bid) at the prescribed space, stating at what percentage above/below the estimated rates for the items specified in Schedule B (Memorandum showing items of work to be carried out) shall be named in figures as well as in words. Tenders which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions, will be liable to rejection.
5. The Employer or his duly authorised assistant shall open tenders in the presence of contractors who have submitted tenders or their authorised representatives who may be present at the time and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted the Contractor shall, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1 above. In the event of tender being rejected, the Employer shall authorize the Accounts Office concerned to refund the amount of the earnest money deposited to the contractor submitting the tender, on his giving a receipt for the return of the money.
6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on the Employer unless it is signed by the Employer or his authorised assistant.
8. The memorandum of work to be tendered for shall be filled in and completed by the office of Employer before the tender form is issued. If a form issued to an intending Bidder has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured out by the standard measure and according to the rules and customs of the MMRC and their rates shall be subject to any local customs.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this Contract.
11. All corrections and additions or pasted slips shall be initialed.
12. The measurements of work will be taken according to the usual method in use in the MMRC and no proposals to adopt alternative methods will be accepted. The Engineer's decision as to what is "The usual method in use in the MMRC" will be final.
13. The tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract, and the value of the work that remains to be executed in each case on the date of submitting the tender.
14. Every Bidder shall submit along with the tender information regarding the income-tax clearance of ward or the district in which he is assessed for income-tax, the reference to the number of the assessment and the assessment year.
15. In view of the difficult position regarding the availability of foreign exchange no foreign exchange would be released by the Employer for the purchase of plant and machinery required for the execution of the work contracted for.
16. The contractor shall produce a year-wise list of works carried out during the last 3 Financial years.
17. The contractor shall produce true copies of registration certificate of appropriate class including its validity.
18. True copy of the upto-date Income-tax certificate shall be attached with the tender.

TENDER FOR WORKS

I / We agree that this offer shall remain open for minimum period of 120 (One hundred and twenty days) from the date of financial submission of tender and hereafter until it is withdrawn by me / us by notice in writing duly addressed to the Authority and sent by registered Post A.D. or otherwise delivered at the office of such authority.

In respect of the sum of **Rs10,260/- (Rupees Ten Thousand two hundred sixty Only)** representing the Earnest Money Deposit is forwarded herewith.

The amount of earnest money shall not bear interest and shall be liable to be forfeited to the MMRC should I / We fail to abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the Engineer and furnish the Security Deposit as specified in item (d) of the memorandum contained in paragraph 1 above within the time limit laid down in clause (i) of the Conditions of Contract. The amount of earnest money may be adjusted towards the Security Deposit or refunded to me / us if so desired by me / us in writing, unless the same or any part thereof has been forfeited as aforesaid.

I / We have secured exemption from payment of Earnest Money after executing the necessary bond in favour of the MMRC, a true copy of which is enclosed herewith. Should any occasion for forfeit of earnest money for this work arise due to failure on my / our part to (i) abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents and furnish the security deposit as specified in item (d) of the memorandum contained in paragraphs above within the time limit laid down in clause (i) of the Conditions of Contract, the amount payable by me / us may at the option of the Engineer be recovered out of the amount deposited in lump sum for securing exemption in so far as the same may be extended in terms of the deficiency out of any other moneys which are due or payable to me / us the MMRC, under any other contract or transaction of any nature whatsoever or otherwise.

| | |
|--|--|
| | <p>I / We hereby tender for the execution, for the General Manager, MMRC (hereinbefore and hereinafter referred to as “MMRC”) of the work specified in the under written memorandum within the time specified in such memorandum at (Offer to be filled in e-Envelope ‘C’ i.e. Finalcial Bid) the estimated rates entered in schedule B (Memorandum showing item of work to be carried out) and in accordance in all respects with the specification designs, drawings and instructions in writing referred to in Rule 1 hereof and in clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the MMRC such materials and the rates to be paid for them shall be as provided in Schedule A hereto.</p> |
|--|--|

MEMORANDUM

| | | |
|---|---|--|
| Name of Work: Annual maintenance of newly planted trees at car depot in Aarey colony Goregaon for year 2016-2017 | | |
| (a) If several sub-works are included they should be detailed in a separate list. | | |
| | (b) Estimated Cost Rs. | 10,26,000/- |
| (c) The amount of earnest money to be deposited | (c) Earnest Money Rs. | 10,260/- |
| (d) The Security deposit | (d) Security Deposit (i) Demand Draft or Bank Guarantee Rs. | Rs. 51,300/- or 5% of Accepted tender cost, whichever is higher. |
| (e) This percentage where no security deposit is taken will vary from 4 % to 10% according to the requirements of the case where Security deposit is taken. | (e) Percentage if any to be deducted from bills so as to make up the total amount required as security deposit by the time half the works, as measured by the costs, is done. | 5% |
| (f) Give schedule where necessary showing dates by which the various items are to be completed. | (f) Time allowed for the work from date to commence | Within 12 (Twelve) months (Including monsoon) |
| Amount to be specified in words and figures if no cash security deposit is to be taken | Receipt No. _____ dated _____ from the MMRC in respect of the sum of Rs. 10,260/- (Rupees Ten Thousand two hundred sixty Only) is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to the Employer should I/We not deposit the full amount of security deposit specified in the above Memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 10,260/- (Rupees Ten Thousand two hundred sixty Only) shall be refunded. | |

| | |
|--|--|
| | |
| Signature of Contractor before submission of Tender. | CONTRACTOR : |
| | Address : |
| | Dated the _____ day of _____ 2016 |
| Signature of witness to Contractor's Signature | (Witness) |
| | (Address) |
| | (Occupation) |
| | The above tender is hereby accepted by me for and on behalf of the Employer. |
| Signature of the Officer By whom accepted. | |
| | <p style="text-align: center;">General Manager, Mumbai Metro Rail Corporation Ltd (or his duly Authorized Assistant)</p> <p>Dated _____ day of _____ 2016</p> |

Chapter IX (b)

Conditions of Contract

CHAPTER: IX – (b)
CONDITIONS OF CONTRACT

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| <p>Clause 1: Security Deposit</p> | <p>The person / persons whose tender may be accepted (hereinafter called “the Contractor” which expression shall unless excluded by or repugnant to the context include its heirs, executors, administrators, and assigns) shall:</p> <p>(A) within 10 days (which may be extended by the Employer concerned up to 15 days if he thinks fit to do so) of the receipt by him of the notifications of the acceptance of his tender, deposit with the Employer (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender, or</p> <p>(B) Permit the Employer at the time of making any payment to him for work done under the Contract to deduct such sum as will amount to five percent of all moneys so payable such deductions to be held by the Employer by way of security deposit;</p> <p>provided always that in the event of the Contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to five percent of the total estimated cost of the work, it shall be lawful for the Employer at the time of making any payment to the Contractor for work done under the Contract to make up the full amount of two and half percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the Contractor to the Employer under the terms of his Contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by the Employer to the Contractor under any other contract or transaction of any nature on any account securities endorsed as aforesaid, any sum or sums which whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall, within ten days thereafter, make good in cash or the Employer may have been deducted from, or raised by sale of his security deposit or any part thereof. The security referred to when paid in cash may at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.</p> |
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| | <p>If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid, the tender / contract already accepted shall be considered as cancelled and legal steps taken against the Contractor for recovery of the amounts. In the event of the Contractor failing or neglecting to complete rectification work within the period up to which the Contractor has agreed to maintain the work in good order then subject to provision of Clause 17 and 20 hereof the amount of Security Deposit retained by the Employer shall be adjusted towards the excess cost incurred by the Employer on rectification work.</p> |
| <p>Clause 2: Compensation for delay</p> | <p>The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence (time being deemed to be the essence of the Contract on the part of the Contractor) and the Contractor shall pay as compensation an amount equal to Ten percent or such smaller amount as the Employer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remain not commenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.</p> |
| | <p>In the event of the Contractor failing to comply with this conditions he shall be liable to pay as compensation an amount shown in the Milestone Table on the whole work for every day that the due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the cost of the work.</p> |

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| <p>Clause 3: Action when whole of security deposit is forfeited</p> | <p>In any case in which under any clause of this Contract the Contractor shall have rendered himself to pay compensation amounting to whole of his security deposit (whether paid in one sum or deducted by installments) or in case of abandonment of the work owing to serious illness or death of the Contractor or any other cause the Employer, shall have power to adopt any of the following courses as he may deem best suited to the interest of the Employer.</p> |
| <p>a)</p> | <p>To rescind the contract (for which decision notice in writing to the Contractor under the hand of the Employer shall be conclusive evidence) and in that case the security Deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Employer.</p> |
| <p>b)</p> | <p>To carry out the work or any part of the work departmentally debiting the Contractor with cost of the work, expenditure incurred on tools and plant and charges on additional supervisory staff including the cost of the work charges establishment employed for getting the unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the rates as if it had been carried out by the Contractor under the terms of this Contract. The certificate of the Engineer as to the cost and other allied expenses so incurred and to the value of the work so done departmentally shall be final and conclusive as against the Contract.</p> |
| <p>c)</p> | <p>To order that the work of the Contractor be measured up to date such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case all expenses incurred on advertisement for fixing new contracting agency, additional supervisory staff including the cost of work charged establishment and cost of the work executed by the new contract agency will be debited to the Contractor and the value of the work done or executed through the new contractor shall be credited to the Contractor in all respects and in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of this Contract. The certificate of the Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as per the value of the work so done be final and conclusive against the Contractor.</p> |

| | |
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| | <p>In case the Contract shall be rescinded under Clause (a) above the Contractor shall be entitled to recover or be paid any sum for any work therefore actually performed by him under this Contract unless and until the Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified, in the event of either of the course referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the Contractor, the amount of excess shall be deducted from any money due to the Contractor by the Employer under the Contract or otherwise however for, from his Security Deposit or the sale proceed thereof provided however the Contractor shall have no claim against the Employer even if certified cost of such work and allied expenses, provided at least that whichever of three courses mentioned in Clauses (1), (b) or (c) is adopted by the Engineer the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work of the performance of the Contract.</p> |
| <p>Clause 4: Action when the progress of any particular portion or the work is unsatisfactory</p> | <p>If the progress of any particular portion of the work is unsatisfactory, the Engineer shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in Clause 2, be entitled to take action under Clause 3 (b) after giving the Contractor 10 days' notice in writing. The Contractor will have no claim for compensation, for any loss sustained by him owing to such action.</p> |
| <p>Clause 5: Contractor remains liable to pay compensation if action is not taken under Clause 3 & 4</p> | <p>In any case in which any of the powers conferred upon the Engineer by Clause 3 and 4 hereof shall have become exercisable and the same shall not constitute a waiver of any of the Conditions hereof and such powers shall notwithstanding be exercisable in the event any future case of default by the Contractor for which under any clause or clauses hereof he is declared liable to pay compensation amount to the whole of his security deposit and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the Engineer taking action under sub-clause (a) or (c) of Clause 3, he</p> |

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| <p>Power to take possession of required removal of or sale of Contractor's plant.</p> | <p>may, if he so desires, take possession of all or any tools, land, materials and stores in or upon the work or the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in the case of contract rates not being applicable at current market rates, to be certified by the Engineer may, after giving notice in writing to the Contractor or his clerk of the work, or foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with any such requisition the Employer may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such be final and conclusive against the Contractor.</p> |
| <p>Clause 6: Extension of time</p> | <p>Contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground. He shall apply in writing to the Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date of which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Employer, may if in his opinion there was reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Employer in this matter shall be final.</p> |

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| <p>Clause 7: Final Certificate</p> | <p>On completion of the work the Contractor shall be furnished with a certificate by the Engineer of such completion but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed or of which he may hand possession for the purpose of executing the work nor until the works shall have been measured by the Engineer or where the measurement have been take by his subordinates until they have received the approval of the Engineer, the said measurements being binding and conclusive against the Contractor. If the Contractor fails to comply with the requirements of this Clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the Work the Employer may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.</p> |
| <p>Clause 8: Payments on interim certificates to be regarded as advances</p> | <p>No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the Contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part work then approved and passed by the Engineer, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. All such interim payments shall be regarded as payments by way of advance against the final payments only and not as payments for works actually done and completed, and shall not preclude the Engineer from requiring any bad, unsound, imperfect or unskilled work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the date performance of the contract or any part thereof in any</p> |

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| | <p>respect or the accruing of any claim, nor shall it conclude, determine, or affect in any other way the powers of the Engineer as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect within one month of the date fixed for the completion of the work, otherwise the Engineer's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.</p> |
| <p>Clause 9: Payment at reduced rates on account of items of work not accepted as completed to be at the discretion of Engineer</p> | <p>The rates for several items of works estimated to cost more than Rs.1,000 agreed within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Engineer may recommend payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.</p> |
| <p>Clause 10: Bill to be submitted monthly</p> | <p>A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted if possible within 10 days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the Engineer may depute a subordinate to record the measurement of said work in the presence of the Contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer may prepare a bill from such list which shall be binding on the Contractor in all respects.</p> |
| <p>Clause 11: Bill to be on printed forms</p> | <p>The Contractor shall submit all bills on the printed forms to be had on an application at the office of the Engineer. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.</p> |
| <p>Clause 12: Store supplied by Employer</p> | <p>Deleted</p> |

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| <p>Clause 13: Works to be executed in accordance with specifications, drawings, orders, etc.</p> | <p>The Contractor shall execute the whole and every part of the work of the most substantial and workman like manner and both as regards materials and in every other respect in strict accordance with specifications.</p> |
| <p>Clause 14: Alteration in specification and designs not to invalidate Contract.</p> <p>Rates for works not entered in estimate, for schedule of rates of the district.</p> | <p>The Engineer shall have power to make any alteration in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer and such alteration shall not invalidate the Contract and any additional work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this Contract then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Division (if any) or at the rates mutually agreed upon between the Engineer and the Contractor, whichever are lower, if the additional or altered work for which no rate is entered in Schedule of Rates of Division, is ordered to be carried out before the rates are agreed upon then the Contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer of the rate which it is his intention to charge for such class of work, and if the Engineer does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable, provided always that if the Contractor shall commence work or incur expenditure in regard thereto before the rates shall have been mentioned as lastly herein before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate of</p> |

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| | rates as shall be fixed by the Engineer. In the event of a dispute, the decision of the Employer shall be final. |
| | Where, however, the work is to be executed according to the designs, drawings and specifications and accepted by the Engineer the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender. |
| Extensions of time in consequence of additions or alterations | The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations of additions bears to the cost of the original contract work, and the certificate of the Engineer as to which proportion shall be conclusive. |
| Clause 15: No claim to any payment or compensation for alteration in or restriction of work | (1) If at any time after the execution of the Contract documents, the Engineer shall for any reason whatsoever (other than default on the part of the Contractor for which the Employer is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole part of the work should not be carried out at all he shall give to the Contractor a notice in writing of such desire and upon the receipt of such notice the Contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the Contractor. The Contractor shall have no claim to any payment or compensation whatsoever by reasons of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter. |
| | (2) Where the total suspension of the work ordered as aforesaid continued for a continuous period exceeding 180 days the Contractor shall be at liberty to withdraw from the contractual obligation under the Contract so far as it pertains to the un-executed part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of |

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| | <p>180 days of such intention and requiring the Engineer to record the final measurements of the work already done and to pay the final bill. Upon giving such notice the Contractor shall be deemed to have been discharged from his obligation to complete the remaining un-executed work under this contract. On receipt of such notice the Engineer shall proceed to complete the measurements and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the Contractor. Such payment shall not in any manner prejudice the right of the Contractor to any further compensation under the remaining provisions of this clause.</p> |
| | <p>(3) Where the Engineer requires the Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the Contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work such suspension of payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on account of his having had to pay the salary or wages of labour engaged by him during the said period of suspension, provided always that the Contractor shall not be entitled to any claim in this respect. Compensation to the Contractor does not apply if the suspension is due to the Contractor's fault e.g. no key personnel at Site. The Employer is entitled to compensation in such a situation.</p> |
| | <p>(4) In the event of :-</p> <ul style="list-style-type: none"> i) Any totally stoppage of work on notice from the Engineer under sub-clause (1) in this behalf ii) Withdrawal by the Contractor from the contractual obligations to complete the remaining executed work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days. |
| | <ul style="list-style-type: none"> iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitutions in the specifications, drawings, designs or instructions. |
| No claim to | <p>It shall be open to the contractor, within 90 days from the service of (i)</p> |

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| <p>compensation on account of loss due to delay of materials by Employer</p> | <p>the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract account of the continued suspension of work or (iii) notice under Clause 14 (1) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase materials for use in the contracted work, before receipt by him of the notice for stoppage, suspension or curtailment and required the Employer to take over on payment, such materials at the rates determined by the Engineer. The Employer shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirements of the un-executed work as specified in the accepted tender and are of quality and specification approved by the Engineer.</p> |
| | <p>Clause 15-A : The contractor shall not be entitled to claim any compensation from MMRC for the loss suffered by him on account of delay by MMRC in the supply of materials, entered in Schedule-A where such delay is caused by -</p> |
| | <p>i) Difficulties relating to the supply of railway wagons.</p> |
| | <p>ii) Force Major</p> |
| | <p>iii) Act of God</p> |
| | <p>iv) Act of enemies of the State or any other reasonable cause beyond the control of MMRC.</p> |
| | <p>In the case of such delay in the supply of materials MMRC shall grant such extension of time for the completion of the works as shall appear to the Chief Engineer to be reasonable in accordance with the circumstance of the case. The decision of the Employer as to the extension of time shall be accepted as final by the contractor.</p> |
| <p>Clause 16:</p> | <p>Under no circumstance whatever shall the Contractor be entitled to any compensation from the Employer on any account unless the Contractor shall have submitted a claim in writing to the Engineer within one month of the cause of such claim occurring.</p> |
| <p>Clause 17:</p> | <p>If at any time before the security deposit is refunded to the Contractor it shall appear to the Engineer or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship of with</p> |

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| | <p>materials of inferior quality, or that any material or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the Contract it shall be lawful for the Engineer to intimate this fact in writing to the Contractor and then notwithstanding the fact, the work, materials or articles complained of may have been in advertently passed, certified and paid for the Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days, during which the failure so continue and in the case of any such failure the Engineer may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.</p> |
| <p>Clause 18: Works to be open to inspection</p> <p>Contractor or responsible agent to be present</p> | <p>All works under or in course of execution or executed in pursuance of the Contract shall at all times be open to the inspection and supervision of the Engineer and his subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer or his subordinate to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.</p> |
| <p>Clause 19: Notice to be given before work is</p> | <p>The Contractor shall give not less than five days notice in writing to the Engineer or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the</p> |

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| <p>covered up</p> | <p>same is so covered up or placed beyond the reach of measurement any work without the consent in writing of Engineer or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.</p> |
| <p>Clause 20: Contractor liable for damage done, and imperfection</p> | <p>Deleted</p> |
| <p>Clause 21: Contractor to supply plant ladders, scaffolding, etc. And is liable for damages arising from on-provisions of lights, fencing, etc.</p> | <p>The Contractor shall supply at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle scaffolding, temporary works requisite or proper for execution of the work, whether the original, altered or substituted form, and whether included in specifications, or other documents forming part of the contract or referred to in these Conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer as to pay matter as to which under these Conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the Contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defense of every suit, action or other proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any</p> |

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| | such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid for compromising any claim by any such person. |
| Clause 21-A: | The Contractor shall provide suitable scaffold and working platforms gangways and stairways and shall comply with the following regulations in connection herewith - |
| | <ul style="list-style-type: none"> a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means. b) A scaffold shall not be constructed, taken down, or substantially altered except - <ul style="list-style-type: none"> i) under the supervision of a competent and responsible person, and ii) as far as possible by competent worker possessing adequate experience in this kind of work. |
| | <ul style="list-style-type: none"> c) All scaffolds and appliances connected therein and all ladders shall - <ul style="list-style-type: none"> i) be of sound material, ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and iii) be maintained in proper condition. d) Scaffolds shall be so constructed that no part there of can be displaced in consequence of normal use. e) Scaffold shall not be overloaded and so far as practicable the load shall be evenly distributed. f) Before installing lifting gear on scaffolds special precaution shall be taken to ensure the strength and stability of the scaffolds. g) Scaffolds shall be periodically inspected by a competent person. |
| | <ul style="list-style-type: none"> h) Before allowing a scaffold to be used by his workman the Contractor shall check whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified. |
| | <ul style="list-style-type: none"> i) Working platforms, gangways and stairways shall - <ul style="list-style-type: none"> ii) be so constructed that no part thereof can sag unduly or unequally, iii) be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons |

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| | <p>tripping or slipping, and</p> <p>iv) be kept free from any unnecessary obstruction.</p> |
| | <p>j) In the case of working platforms, gangways, working places and stairways at a height exceeding 2.4m.</p> |
| | <p>i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety,</p> <p>ii) every working platform and gangway shall have adequate width, and</p> <p>iii) every working platform, gangway, working place and stairway shall be suitably fenced.</p> |
| | <p>k) Every opening in the floor of a building or in a working platform shall except for the time and to the time and to the extent required to allow the excess of persons or the transport or shifting of material; be provided with suitable means to prevent the fall of persons or materials.</p> |
| | <p>l) When persons are employed on a roof where there is a danger of falling from a height exceeding suitable precaution shall be taken to prevent the fall of persons or materials.</p> <p>m) Suitable precautions shall be taken to prevent persons being struck by article which might fall from scaffolds or other working places.</p> <p>n) Safe means of access shall be provided to all working platforms and other working places.</p> <p>o) The Contractor shall have to make payment to the labours as per minimum wages act.</p> |
| Clause 21-B: | The Contractor shall comply with the following regulation as regards the hoisting appliances to be used by him. |
| | <p>a) Hoisting machines and tackle, including their attachments, anchorage's and supports shall:</p> <p>i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and</p> <p>ii) be kept in good repair and in good working order.</p> <p>b) Every rope used in hoisting or lowering materials or as a means of</p> |

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| | <p>suspension shall be of suitable quality and adequate strength and free from patent defect.</p> <p>c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the Engineer.</p> |
| | <p>d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.</p> <p>e) Every crane driver or hoisting appliance operator shall be properly qualified.</p> <p>f) No person who is below the age of 21 years shall be in control of any hoisting machine, including any scaffold which or give signals to the operator.</p> <p>g) In the case of every hoisting machine and of every chain, ring hook shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.</p> <p>h) Every hoisting machine and all gear referred to in the proceeding regulation shall be plainly marked with the safe working load.</p> <p>i) In the case of a hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.</p> <p>j) No part of any hoisting machine or of any gear referred to in regulation 7 above shall be loaded beyond the safe working load except for the purpose of testing.</p> <p>k) Motors, gearing transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards.</p> <p>l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.</p> |
| | <p>m) Adequate precautions shall be taken to reduce to a minimum risk of any part of a suspended load becoming accidentally displaced.</p> |
| Clause 21-C: | The Contractor / contractors shall make payments to the labourers as per Minimum Wages Act, (1950). |

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| <p>Clause 22: Measures for prevention of fire</p> | <p>The Contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Engineer.</p> <p>When such permit is given and also in all cases when destroying of dug up trees, brushwood, grass etc., by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.</p> |
| <p>Clause 23: Liability of Contractor for any damage done in or outside work area</p> | <p>Compensation for all damages done intentionally or unintentionally by Contractor's labour whether in or beyond the limits of the Employer's property including any damage caused by the spreading of the fire mentioned in Clause 22 shall be estimated by the Engineer or such other officer as he may appoint and the estimates of the Engineer shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demands failing which the same shall be recovered from the Contractors as damages in the manner prescribed in Clause 1 or deducted by the Engineer from any sums that may be due or become due from the Employer to the Contractor under this Contract or otherwise.</p> <p>The Contractor shall bear the expenses of defending any action or other legal proceedings that may be binding by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.</p> |
| <p>Clause 24: Employment of female labour</p> | <p>The employment of female labours on works should be avoided as far as possible.</p> |
| <p>Clause 25: Work on Sundays</p> | <p>No work shall be done on a Sunday without the sanction in writing of the Engineer.</p> |
| <p>Clause 26: Work not to be sublet unless it is permitted Contract may be rescinded</p> | <p>The Contractor shall not assign or sublet without the written approval of the Engineer. And if the Contractor shall assign or sublet his Contract or attempt to do so or become insolvent or commence any proceedings to get himself adjudicated an insolvent or make any composition with his creditors, or attempt to do or if bribed, grateful, gift, loan perquisite, reward or advantage, pecuniary</p> |

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| <p>and security deposit forfeited for subletting it without approval or for bringing a public officer if Contractor become insolvent</p> | <p>or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of the Employer in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the Contract, the Employer may thereupon by notice in writing rescind the Contract, and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of the Employer and the same consequences shall ensure as if the Contract had been rescinded under Clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the Contract.</p> |
| <p>Clause 27: Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss</p> | <p>All sums payable by a Contractor by way of compensation under any of these Conditions shall be considered as reasonable compensation to be applied to the use of the Employer without reference to the actual loss or damage sustained, and whether any damage has or has not be sustained.</p> |
| <p>Clause 28: Changes in the constitution of firm to be notified</p> | <p>In the case of tender by partners any change in the constitution of a firm shall be forthwith notified by the Contractor to the Engineer for his information.</p> |
| <p>Clause 29: Work to be under direction of the Engineer</p> | <p>All works to be executed under the Contract shall be executed under the direction and subject to the approval in all respects of the Engineer for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.</p> |
| <p>Clause 30 (1): Engineer's decision shall be final</p> | <p>Except where otherwise specified in the Contract and subject to the powers delegated to him by the Employer then in force the decision of the Engineer for the time being shall be final, conclusive and binding on all parties to the Contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other</p> |

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| | question, claim, right, matter or things, whatsoever if any, way arising out of or relating to the Contract, designs drawings, specifications, estimates, instructions, orders or other conditions or otherwise concerning the works or the execution of failure to execute the same, whether arising, during the progress of the work or after completion of abandonment thereof. |
| Clause 30 (2): Appeal against Engineer's decision | The Contractor, may within thirty days of receipt by him of any order passed by the Engineer as aforesaid, appeal against it to the Employer provided that – |
| | The accepted value of the Contract exceeds Rs.10 lacs (Rupees Ten lacs) |
| | Amount of claim is not less than Rs.1.00 lac (Rupees One lac) |
| Clause 30 (3): Appeal against Employer's decision | Contractor is not satisfied with the order passed by the Employer as aforesaid, the Contractor may, within thirty days of receipt by him of any such order, appeal against it to the Managing Director who, if convinced that prima-facie the Contractor's claim rejected by Engineer is not frivolous and that there is some substance in the claim of the Contractor as would merit a detailed examination through a suitable committee appointed for the purpose by the Managing Director if necessary and in that case decision taken by the committee shall be finalized by the Engineer and same shall be binding to the Contractor. |
| Clause 31: Stores of European or American manufacturer to be obtained from the Employer | No stores of European or American manufacture will be supplied by the Employer. |
| Clause 32: Lumpsum estimates | Deleted |
| Clause 33: Action where no specification | In the case of any class of work for which there is no such specification as mentioned in Rule 1 (in Form B-1), such work shall be carried out in accordance with the construction specifications and in the event of there being no specification, then in such case the work shall be carried out in all respects in |

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| | accordance with the instructions and requirements of the Engineer. |
| Clause 34: Definition of work | The expression “Work” where used in these conditions, shall unless there be something in the subject or context repugnant to such construction, be constructed to mean the work or works contracted to be executed under on in virtue of the Contract, whether temporary or permanent and whether original, altered, substituted or additional. |
| Clause 35: Contractor’s percentage whether applied to net or gross amounts of bills | The percentage referred to in the tender shall be adjusted to the gross amount of the bill issued. |
| Clause 36: Refund or quarry fees and royalties | Deleted |
| Clause 37: Compensation under the Workmen’s Compensation Act | The Contractor shall be responsible for and shall pay any compensation to his workman payable under the Workmen’s Compensation Act, 1923 (VIII) of 1923 (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable, paid by the Employer as principal under sub-section (1) of Section 12 of the said Act on behalf of the Contractor, it shall be recoverable by the Employer from the Contractor under Sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above. |
| Clause 37-A: | The Contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the Site, shall maintain the same condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith. The workers shall be required to use the equipment so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned. |
| | When work is carried on in proximity to any place where there is a risk of |

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| | drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger. |
| | Adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work. |
| Clause 38: Claim for quantities entered in the tender | Deleted |
| Clause 39: Employment of famine, etc. labour | The Contractor shall employ any famine, convict or other labour of a particular kind of class if ordered in writing to do so by the Engineer. |
| Clause 40: Claim for compensation for delay in the starting the work | No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works, on account of any delay in according sanction to estimates; unless the delay caused by the Employer is in excess of 6 months. |
| Clause 41: Claim for compensation for delay in the execution of work | No compensation shall be allowed for any delays in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive of hard or cracked soil, excavation in mud, sub-soil water or water standing in borrows and no claim for an extra rate shall be entertained, unless otherwise expressly specified. |
| Clause 42: Entering upon or commencing any portion of work | The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer or of his sub-ordinate in charge of the work, failing which the Contractor shall have no claim to ask for measurements or payment for work. |
| Clause 43: Minimum age of persons employed | (i) No Contractor shall employ any person who is under the age of 18 years. |
| | (ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of |

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| | tape (Nawar). |
| | (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work. |
| | (iv) The Engineer or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by MMRC for any delay caused in the completion of the work due to such removal. |
| | (v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him. |
| | In the event of any dispute arising between the contractor and his dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable the dispute shall be referred to workmen on the grounds that the wages paid are not fair and reasonable the dispute shall be referred without delay to the Engineer, who shall decide the same. The decisions of the Engineer shall be conclusive and binding on the contractor, but such decision shall not in any way effect the conditions in the contract regarding the payment to be made by MMRC at the sanctioned rates. |
| | (vi) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas. |
| Clause 44: Method of payment | Payment to Contractor shall be made by cheque drawn on any bank with division convenient to them provided the amount exceeds Rs. 10/-. Amount not exceeding Rs. 10/- will be paid in cash. |
| Clause 45: Acceptance of condition before tendering for works | Any contractor who does not accept these conditions shall not be allowed to tender for work. |
| Clause 46: Employment of Scar of Labour | If Government declares a state of famine to exist in any village situated with 10 miles of the Work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Engineer or be any person to whom the Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below |

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| | <p>the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Engineer whose decision shall be final and binding on the Contractor.</p> |
| Clause 47: | <p>The price quoted by the Contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price of the price permissible under Hoarding and Profiteering Ordinance 1943 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the Contractor shall specifically mention this fact in this tender along with the reasons for quoting such higher prices. The Employer at his discretion will in such case exercise the right of revising the price at any stage so as to conform to the controlled price or the price permissible under the Hoarding and Profiteering Prevention Ordinance. The discretion will be exercised without prejudice to any other action that may be taken against the Contractor.</p> |
| Clause 48: | <p>The Contractor shall employ at least 80 percent of the total number of unskilled labour to be employed by him on the said work from out of the persons ordinarily residing to the district in which site of the said work is located.</p> |
| | <p>Provided, however, that if the required number of unskilled labour from that district is not available, the Contractor shall in the first instance employ such number of persons as is available and thereafter may with the previous permission in writing of the Engineer of the said work, obtain the rest of his requirement of unskilled labour from outside the district.</p> |
| Clause 49: | <p>In case of materials that may remain surplus with the contractor's from those issued for the work contracted for the date as containment of the materials being surplus will be taken as the date of sale for the purpose of sales tax and the sales tax will be recovered on such sale.</p> |

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| Clause 50: | The Contractor shall engage the requisite number of Apprentices in respect of building crafts renders had provided in the Apprenticeship Act, 1961 through the State Apprenticeship Advisor Department of Technical Education, Dhobi Talao, Mumbai. |
| Clause 51: | “All amounts, whatsoever, which the contractor is liable to pay to the MMRC in connection with the execution of the work including the amount payable in respect of (i) materials and or stones supplied/issued hereunder by the MMRC to the contractor (ii) hire charges in respect of heavy plant, machinery and equipment given or hired by the MMRC to the contractor shall be deemed to be arrears of land revenue and the MMRC may without prejudice to any other rights and remedies of the MMRC, recover the same from the contractor as arrears of land revenue”. |
| Clause 52: | The Contractor shall comply with the provision of the Apprentice Act, 1961 and the rules and orders issued there under from time to time if he fails to do so, his failures will be breach of the Contract and the Employer may in his direction cancel the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act. |

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| Clause 53: | <p>The Contractor shall duly comply with all the provisions of the Central Government (Regulation and Abolition Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the Contractor and working on the site of the work. In particular the Contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971. If the Contractor fails or neglects to pay wages at the rates or makes short payment and the Employer makes such payment of wages in full or part thereof less paid by the Contractor as the case may be, the amount so paid by the Employer to such workers shall be deemed to arrears of land revenue and the Employer shall be entitled to recover the same as such from the Contractor or deduct the same from the amount payable by the Employer to the Contractor hereunder or from any other amounts payable to him by the Employer.</p> |
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Chapter IX (c)

Schedule A

CHAPTER IX (c)

SCHEDULE-A

NAME OF WORK: Annual maintenance of newly planted trees at car depot in Aarey colony Goregaon for year 2016-2017

Schedule showing (approximately) the materials to be supplied from the Employer's Stores for works contracted to be executed and the rates at which they are to be charged for.

| Particulars | Rate at which the materials will be charged to the Contractor | Place of delivery |
|----------------|---|-------------------|
| Not Applicable | Unit Rs. Ps. Not Applicable | Not Applicable |
| ----- | ----- NIL ----- | ----- |
| | | |

- Note :**
- 1) The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer on the issue of the form prior to the submission of the tender.

 - 2) Loading, transportation to work site from the place of delivery, unloading etc., will be contractor's responsibility for which no extra payment shall be made.

Chapter IX (d)

Schedule B

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| Chapter IX (d) |
| SCHEDULE – B (BILL OF QUANTITIES) |
| <u>Name of work</u> Annual maintenance of newly planted trees at car depot in Aarey colony Goregaon for year 2016-2017 |

| Item No | Item Description | Unit | Quantity | Rate (Rs.) | | Amount (Rs.) |
|---------|---|---------|----------|------------|--|--------------------|
| | | | | In Figures | In Words | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | Supply of diesel water tanker having (minimum 10,000 ltr. Capacity) for watering trees planted with pump and 100 ft pipe including cost of water without labour, etc. complete as directed by Engineer-in-charge | Shift | 225 | 2,663.00 | Rupees Two thousand six hundred sixty three only | 5,99,175.00 |
| 2 | Supply of mali for manuring, removing side branches, proper fixation of tree guard & support to the tree, etc. complete as directed by Engineer-in-charge | Per Day | 48 | 450.00 | Rupees Four hundred fifty only | 21,600.00 |
| 3 | Supply of unskilled labour for day to day watering, weeding, preparation of tree basins, etc. complete as directed by Engineer-in-charge | Per Day | 735 | 300.00 | Rupees Three hundred only | 2,20,500.00 |
| 4 | Supply of vermicompost , etc. complete as directed by Engineer-in-charge | 1 Kg | 1,800 | 6.00 | Rupees six only | 10,800.00 |
| 5 | Supply of red earth , etc. complete as directed by Engineer-in-charge | Cum | 218.70 | 700.00 | Rupees seven hundred only. | 1,53,090.00 |
| 6 | Supplying, stacking & planting of approved trees at the site of 10 to 12' height, etc. complete as directed by Engineer-in-charge | No | 20 | 1017.00 | Rupees One thousand seventeen only | 20,340.00 |
| | Grand Total | | | | | 10,25,505.00 |
| | | | | | | |
| | Say (Rs) | | | | | 10,26,000/- |

Grand Total = Rs. 10,26,000/- (Rupees Ten lakh twenty six thousand only)

Chapter IX (e)

ITEM WISE SPECIFICATIONS

Chapter IX (e)

ITEM WISE SPECIFICATION

**Name of work : Annual maintenance of newly planted trees at car depot in Aarey colony
Goregaon for year 2016-2017**

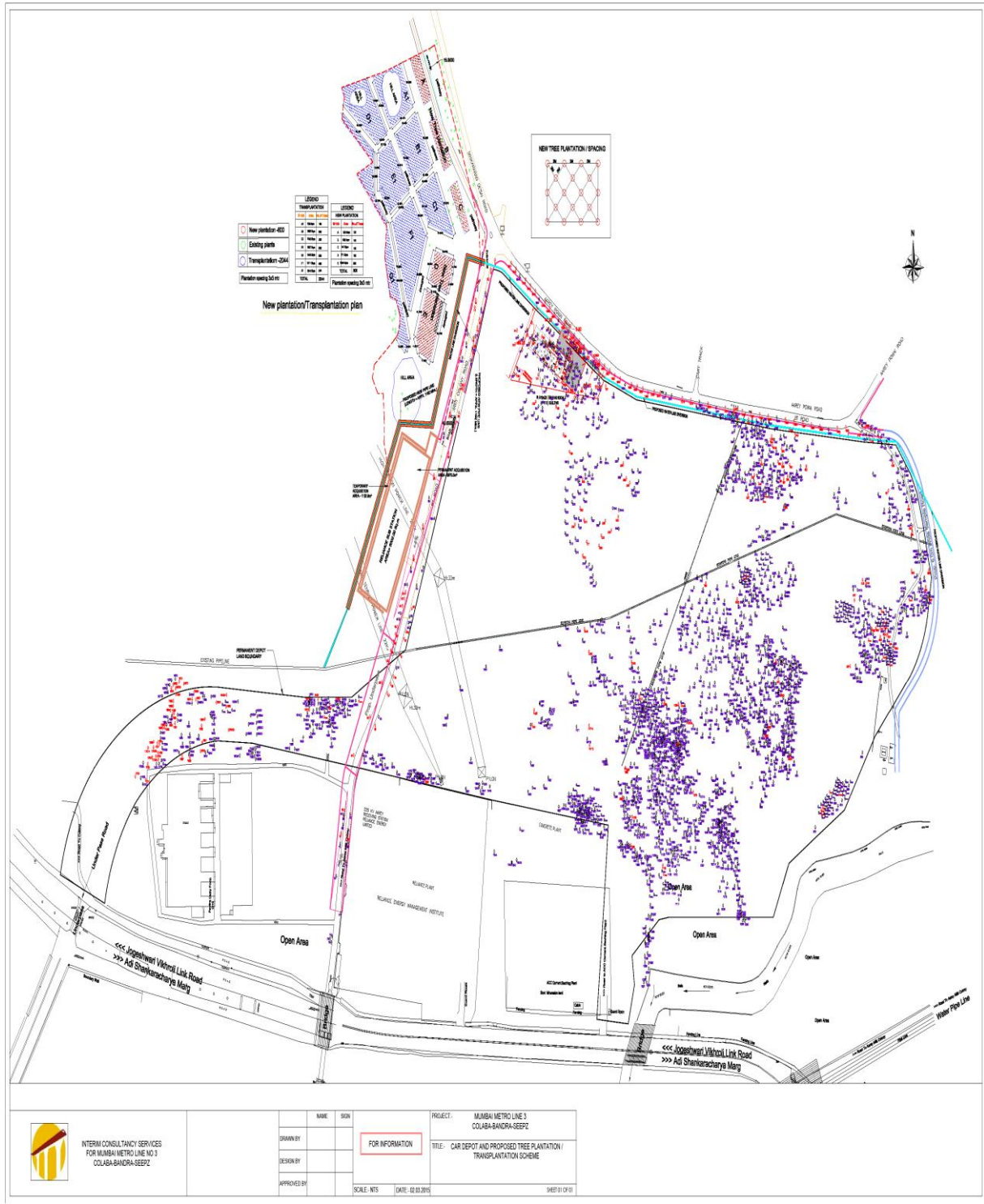
| Item No | Item Description | Specification Ref. No. |
|----------------|---|---|
| 1 | 2 | 3 |
| 1 | Supply of diesel water tanker having (minimum 10,000 ltr. Capacity) for watering trees planted with pump and 100 ft pipe including cost of water without labour, etc. complete as directed by Engineer-in-charge | As per MORT&H, PWD, MCGM specifications & as directed by Engineer-in-charge |
| 2 | Supply of mali for manuring, removing side branches, proper fixation of tree guard & support to the tree, etc. complete as directed by Engineer-in-charge | As per MORT&H, PWD, MCGM specifications & as directed by Engineer-in-charge |
| 3 | Supply of unskilled labour for day to day watering, weeding, preparation of tree basins, etc. complete as directed by Engineer-in-charge | As per MORT&H, PWD, MCGM specifications & as directed by Engineer-in-charge |
| 4 | Supply of vermicompost , etc. complete as directed by Engineer-in-charge | As per MORT&H, PWD, MCGM specifications & as directed by Engineer-in-charge |
| 5 | Supply of red earth , etc. complete as directed by Engineer-in-charge | As per MORT&H, PWD, MCGM specifications & as directed by Engineer-in-charge |
| 6 | Supplying, stacking & planting of approved trees at the site of 10 to 12' height, etc. complete as directed by Engineer-in-charge | As per MORT&H, PWD, MCGM specifications & as directed by Engineer-in-charge |

Chapter X

ANNEXURE

Annexure-1

Layout plan of car depot & Tree plantation at Aarey colony



INTERIM CONSULTANCY SERVICES
FOR MUMBAI METRO LINE NO 3
COLABA-BANDRA-SEEPZ

| | | | |
|-------------|------|------------|--|
| NAME | SOIN | PROJECT | MUMBAI METRO LINE 3 COLABA-BANDRA-SEEPZ |
| DRAWN BY | | TITLE | CAR DEPOT AND PROPOSED TREE PLANTATION / TRANSPLANTATION SCHEME |
| DESIGN BY | | SCALE: NTS | DATE: 02.03.2015 |
| APPROVED BY | | | SHEET 01 OF 01 |