

AURANGABAD MUNICIPAL CORPORATION



E-Tender Notice No. 2013 - 14

TENDER DOCUMENT FOR

Development of Underground Sewerage Collection System for Zone I to VI & Zone Salim Ali, Constructing, Erecting, Testing and Commissioning of Sewage Treatment Plant based on Modern technology at Nakshatrawadi(Kanchanwadi), Banewadi, Siddarth Garden, Zalta, Padegaon, CIDCO (Airport), Construction, Erection, Testing and Commissioning of Sewage pumping stations at Banewadi, Siddarth Garden, Padegaon, Golwadi, Zalta, Ward No. 98 & CIDCO (Airport), Providing, Lowering, Laying, Jointing and Testing Rising Main GRP/DI pipe line from Golwadi SPS to Nakshatrawadi (Kanchanwadi), STP and ward no 98 to STP for Aurangabad City.

Under

Urban Infrastructure Development Scheme for Small and Medium Towns (UIDSSMT)

Volume – I

General Conditions of Contract

Aurangabad Municipal Corporation, Aurangabad

Town Hall, Aurangabad - 431001 Maharashtra, India

Phone No.: +91-240-2331194

www.aurangabadmahapalika.org

AURANGABAD MUNICIPAL CORPORATION



Development of Underground Sewerage Collection System for Zone I to VI & Zone Salim Ali, Constructing, Erecting, Testing and Commissioning of Sewage Treatment Plant based on Modern technology at Nakshatrawadi(Kanchanwadi), Banewadi, Siddarth Garden, Zalta, Padegaon, CIDCO (Airport), Construction, Erection, Testing and Commissioning of Sewage pumping stations at Banewadi, Siddarth Garden, Padegaon, Golwadi, Zalta, Ward No. 98 & CIDCO (Airport), Providing, Lowering, Laying, Jointing and Testing Rising Main GRP/DI pipe line from Golwadi SPS to Nakshatrawadi (Kanchanwadi), STP and ward no 98 to STP for Aurangabad City .

**Under
Under Urban Infrastructure Development Scheme for Small and Medium Towns
(UIDSSMT)**

TENDER NO. OF 2013-2014

FACE SHEET

1	Estimated cost put to tender	:	Rs.354,66,17,759.00/-
2	Earnest Money	:	Rs.3,60,00,000/-
3	Class of Contractor	:	Class-I (Civil) in M.J.P./ Class A/AA in P.W.D. – Unlimited (No Limit)
4	Cost of Tender form	:	Rs. 1,00,000/- per set
5	Type of Tender	:	B-1
6	Period of issue of Tender Form	:	23/01/2014 to 13/02/2014 upto 14:00 Hours
7	Date and Time of Pre-tender Conference	:	05/02/2014 at 11.00 am in Hon Commissioner's Chamber AMC.
8	Date and Time of Submission	:	On or before 14/02/2014 upto 14:00 hours.
9	Date and Time of Opening of Tenders	:	On 14/02/2014 at 16.00 hours onwards.
10	Time Limit	:	36 months of construction period from the date of work order including monsoon period and 10 years of operation and maintenance.

Executive Engineer
Aurangabad Municipal Corporation,
Aurangabad

CHECK SHEET

1. Two envelope systems shall be followed.

A. Contents of Envelope 1 (Technical Bid):

- Earnest money in the form of DD valid for 6 months' period from the prescribed date of opening of Tender.
- Income Tax Return for last three years (FY 2012-13, 2011-12, 2010-11) duly certified by Chartered Accountant.
- Copy of Pan Card
- Certified copy of Registration certificate i.e. Company registration, partnership Deed etc. and power of Attorney to sign the tender document and other proceeding pertaining to the work tendered.
- VAT Registration certificate.
- Certificate of registration in appropriate class with MJP / PWD
- Declaration by bidder in Statement no. VIII
- Undertaking & Guarantee in Statement No. VII
- Details of similar kind of works carried out by the bidder in Statement no. III
- Details of other works tendered for & inhand in Statement no. I
- Details of machinery immediately available with the bidder in Statement no. II
- Details showing work done in all classes of civil engineering construction works during last three years in Statement no V
- Details of technical personnel with the bidder in Statement no. IV
- Details showing work executed in during last three years in Statement No VI
- Proof of payment of tender fees.
- All certificates pertaining to eligibility criteria shall be uploaded.
- Authority letter in favour of person signing the bid & documents
- All the above mentioned documents shall have to be submitted duly sigend by the Authorized signatory
- One set of the all the above attested documents should be submitted to the Commissioner AMC Aurangabad by Hand as well as in Envelope no 1. If these documents are not found envelop 2 will not be opened.

B. Contents of Envelope 2 (Financial Bid): The Contractor should fill the percentage (%) in B-1 form in figures and words. No other document should be submitted in envelope 2.

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Contractor

Nos. of Corrections

Executive Engineer

No/AMC/Ward B&C/B&G/570 Dated 20/01/2014

**E - TENDER NOTICE NO. / 2013-2014/INTERNAL NIT No. -----****AURANGABAD MUNICIPAL CORPORATION**

Online Tenders in B-1 form are invited by Aurangabad Municipal Corporation (AMC) Aurangabad from unlimited class contractor registered with MJP/PWD/Govt/Semi Govt and any Government Organization etc and having experience in carrying out the same work.

The details of the tender are as under:-

SYSTEM TENDER NO /NIT NO. /2013-14 dated:

Sr. No.	System Generated No	Name of work	Estimated Cost put to tender Rs. (In Cr.)	Earnest Money (Rs. In Cr.)	Fixed Security Deposit (Rs. in Cr.) 5%	Cost of Tender form Rs.	Class of Contractor	Time Limit in Months
1	2	3	4	5	6	7	8	9
1		Development of Underground Sewerage Collection System for Zone I to VI & Zone Salim Ali, Constructing, Erecting, Testing and Commissioning of Sewage Treatment Plant based on Modern technology at Nakshatrawadi(Kanchanwadi), Banewadi, Siddarth Garden, Zalta, Padegaon, CIDCO (Airport), Construction, Erection, Testing and Commissioning of Sewage pumping stations at Banewadi, Siddarth Garden, Padegaon, Golwadi, Zalta, Ward No. 98 & CIDCO (Airport), Providing, Lowering, Laying, Jointing and Testing Rising Main GRP/DI pipe line from Golwadi SPS to Nakshatrawadi (Kanchanwadi), STP and ward no 98 to STP for Aurangabad City .	Rs.354.66/-	Rs. 3.60/-(In form of DD)	Rs. 17.75/-	Rs. 1,00,000/-	unlimited	36 (Thirty six) Calendar Months Include the monsoon period

Contractor

Nos. of Corrections

Executive Engineer

The estimated project cost as above is exclusive of operation and maintenance cost and bidders are required to quote annual operations and maintenance cost for 10 years separately.

The tenders can be downloaded /purchased from website of AMC, Aurangabad www.aurangabadmahapalika.org or www.onlinetenders.co.in or www.amctenders.co.in on payment of tender cost. All the terms and conditions will be available on the website. The tenders will have to be purchased and filled up through E-Tendering only. All the Contractors must have registration for E-Tendering through Digital Signature.

Detailed tender notice with terms and conditions is displayed on the notice Board of the AMC, Aurangabad and on the web site and will also be available in the office of the Executive Engineer (Ward B&C) on working days.

The tender notice will be available from 23.01.2014 on Aurangabad Municipal Corporations website and key dates shall be as mentioned in detailed tender notice. The last date of submission of tender shall be 14th Feb 2014 until 2.00 PM and opening of technical bids shall start at 4.00 PM onwards on the same day and 15th Feb. 2014 shall be the date of opening of financial bids.

Rights to reject any or all tenders without assigning any reason thereof is reserved by the Hon. Commissioner, Aurangabad Municipal Corporation, Aurangabad.

NOTE:-

1. All eligible/interested contractors are requested to get enrolled on e-Tendering portal www.onlinetenders.co.in or www.amctenders.co.in
2. Contractors can contact Help Desk for any Clarification of their doubts regarding the process of Electronic Tendering System. Help Desk Phone No. 0240 – 233 446 and contact@mahapalika.org

Address: Commissioner, Aurangabad Municipal Corporation,

Town Hall, Aurangabad pin 431001 Maharashtra, India

Phone No: +91-240-23331194 www.Aurangabadmahapalika.org

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Commissioner

Aurangabad Municipal Corporation,

Aurangabad

Contractor

Nos. of Corrections

Executive Engineer

AURANGABAD MUNICIPAL CORPORATION

E-Tender Notice No: / 2013-2014

**INVITATION FOR TENDER
(DETAILED TENDER NOTICE)**

Online Tenders in B-1 form are invited by the undersigned for Aurangabad Municipal Corporation, Aurangabad from competent contractors with sound technical & financial capabilities registered in appropriate class with Central/State Govt. departments/PWD/MJP/ etc. under National Competitive Bidding (NCB) for following work in Aurangabad City.

Name of Work: Development of Underground Sewerage Collection System for Zone I to VI & Zone Salim Ali, Constructing, Erecting, Testing and Commissioning of Sewage Treatment Plant based on Modern technology at Nakshatrawadi(Kanchanwadi), Banewadi, Siddarth Garden, Zalta, Padegaon, CIDCO (Airport), Construction, Erection, Testing and Commissioning of Sewage pumping stations at Banewadi, Siddarth Garden, Padegaon, Golwadi, Zalta, Ward No. 98 & CIDCO (Airport), Providing, Lowering, Laying, Jointing and Testing Rising Main GRP/DI pipe line from Golwadi SPS to Nakshatrawadi (Kanchanwadi), STP and ward no 98 to STP for Aurangabad City .

Sr. No	Item	Information
1	Bidder	As per Eligibility Criteria
2	Scope of the Project	<ol style="list-style-type: none"> 1. Six Treatment Plants on Modern Technology of total capacity 216 MLD. 2. Six Terminal Pumping Station and One Intermediate Pumping Station. 3. DWC HDPE Pipelines upto 315 mm diameter of total length – 155.50 Kms. 4. RCC Pipeline of NP2/NP3/NP4 – 104.73 Kms. 5. Rising Main of 1500 mm diameter GRP pipe of 1600m length and 450mm diameter Ductile Iron pipe of length 1775m. 6. Operation and Maintenance for period of 10 years (to be quoted separately)
3	Engineer's representative & Project Management	<p>Executive Engineer (B&C), Aurangabad Municipal Corporation, Aurangabad</p> <p>Fortress Infrastructure Advisory Services, Mumbai</p>

Contractor

Nos. of Corrections

Executive Engineer

Sr. No	Item	Information
	Consultant	
4	Construction Period	36 Months (Including Monsoon)
5	Contract Period	36 Months Construction Period plus defect liability for 12 Months & Operation and Maintenance period for 1200 Months.
6	Date, Time and Place of Issue & Sell of Blank Tender Forms	Upto 14.01.2014 downloaded from web site www.onlinetenders.co.in
7	Cost of Bid Documents	Rs.1,00,000/- in the form of D.D. in favour of Commissioner Aurangabad Municipal Corporation'.
8	Date, Time and Place of Pre-Bid Conference	On 05/02/2014 at 11:00 hours at office of the Commissioner, Aurangabad Municipal Corporation, Aurangabad -431001
9	Last date of receipt of tender	Date 14/02/2014 Upto 14.00 hours
10	Date of Opening of Tender	Date 14/02/2014 at 16.00 hours onwards.
11	Earnest Money Deposit	Rs. 3,60,00,000/- to be paid in the form of DD drawn in favour of Dy Commissioner, Aurangabad Municipal Corporation payable at Aurangabad.
12	Amount of Security Deposit and the form in which it is to be deposited	5% of Contract Amount in the form of DD/BG shall be valid for 120 days beyond the date of completion of all contractual obligations including warranty from Banks approved by AMC.

1. The Defect Liability for this work is 12 months.
2. Tender Forms can be downloaded from website www.onlinetenders.co.in or www.aurangabadmahapalika.org
3. Bids must be accompanied by Earnest Money specified for the work in the table above in forms of Demand Draft drawn in favor of Aurangabad Municipal Corporation, Aurangabad. Exemption Certificate will not be accepted in lieu of Earnest Money.
4. AMC shall not be responsible for any delay in receiving the documents on account of any reasons and Commissioner, AMC, Aurangabad, further reserves the right to revise or amend this notice and or the bid documents fully or partly prior to the last date notified for submission

of offers or on any subsequent extended date. The Commissioner, AMC, Aurangabad, further reserves the right to reject any or all bids without assigning any reasons.

5. The Contractor shall maintain and update all the project work and work process related information prescribed format at a location specified by the Municipal Corporation. The Contractor shall be responsible for updating of all project related information daily with due authentication from Engineer-in-Charge with time lag specified by Engineer in Charge.
6. If the quoted percentage rate of the tender is more than 10 % above or 10 % below of estimated cost put to tender, then rate analysis of each item (separately) shall be submitted by the bidder within 7days after opening of the financial bid. If the quoted percentage of tender is more than 10 % below the estimated cost put to tender, then bank guarantee from Nationalized Bank for % (Percentage) of estimated tender cost exceeding 10% below shall be submitted by the bidder for a period up to end of construction period within 7 days of opening of Commercial Bid. Failing to do so, his EMD shall be forfeited.

7. EARNEST MONEY:

The earnest money deposit is Rs. 3.6 Crores in favour of Commissioner, Aurangabad Municipal Corporation, and should be paid in the form of a. D.D. in the name of . Commissioner, Aurangabad Municipal Corporation, Aurangabad.

- a) EMD Receipt shall be scanned & uploaded online & also shall be submitted physically to the office of the Commissioner, Aurangabad Municipal Corporation / E-Tender Section at Aurangabad. on 14/02/2014 before 11.00 hrs. Certificate of exemption from payment of earnest money deposit issued by any authorities will not be accepted.
- b) The amount of Earnest money deposit will be forfeited, in case successful Contractor does not pay the amount of initial security deposit within the time period as stipulated by the Municipal Commissioner, and complete the signing of contract agreement. In all other cases Earnest money deposit will be refundable.
- c) Earnest money of the unsuccessful Bidders will be refunded on their application only after an intimation of rejection of their tender is sent to them.

8. SECURITY DEPOSIT:

A] Security Deposit

- a) The security deposit at 5% of estimated cost put to Tender or accepted cost whichever is higher; will have to be deposited by the successful contractor.
The security deposit will be accepted in the following manner.

Initial Security Deposit 2% in the form of F.D.R. / T.D.R. issued by an Nationalized Bank / Scheduled Bank valid for minimum period of 36 Months initially and validity will have to be extended further by every 12 months.

OR

Bank Guarantee from any Nationalized / Schedule Bank in the form specified, with a validity period of at least 36 months initially and validity will have to be extended further by every 12 months.

- b) Deduction through R.A. Bills - Balance 3% amount of security deposit will be recovered through each Running Bill at 3% of the gross amount till the required total amount of security deposit is recovered.
- c) The entire Security deposit shall be released as follows;
- Initial Security Deposit of 2.0% shall be released after successful completion of entire work as per tender document.
 - Balance Security Deposit of 3.0% shall be released after successful completion of Defect Liability period or against submission of equivalent amount of Bank Guarantee any time after completion of entire work as per tender document having valid till completion of defect liability period.
- d) If the initial SD is in the form of BG then the BG shall be from Nationalized Indian Bank or Scheduled Bank from Aurangabad as approved by the Reserve Bank of India
- e) No interest shall, however, be paid on the security deposit.

B) Additional Security Deposit

The contractor shall have to deposit an additional S.D. as under, before acceptance of Tender,

- a) In case of those Tender whose offer are less than 10% of the cost put to Tender it is binding on Contractor to pay additional security deposit as mentioned below –
- | | | |
|--------------------------------------|---|---|
| Offer upto 10% below | : | Initial 2% of cost put to Tender +3% from R.A. bills. |
| Offer upto 10% below to
15% below | : | Initial security deposit 4% + 3% from R.A. bills. |
| Offer more than 15% below: | | Initial security deposit 6% + 3% from R.A. bills. |
- b) In respect of those Bidders whose offers are more than cost put to Tender, it is binding on contractor to pay 5% security deposit on cost of accepted Tender i.e. initial 2% + 3% from R.A. bills.

C) Stamp Duty

The contractor shall bear 2% or 3% revenue stamp duty (as the case may be) on total Security Deposit and/or Additional Security Deposit (payable as per tender condition) on the date of agreement, to be in the form of franking, fixed on stamp paper of Rs. 100/-, as per the Indian Stamp Duty (1985) (latest revision) provision applicable during contract period. If security deposit is paid in cash, then stamp duty will have to be paid at 3% of total security deposit.

9. TIME LIMIT FOR COMPLETION OF WORK

The time limit for completion of work is 36 months of construction period and will be counted from the date of issue of work order and 10 years of operation and maintenance.

10. ISSUE OF BLANK TENDER FORM

The tender documents can be downloaded from the web site www.aurangabadmahapalika.org or www.onlinetenders.co.in while submitting the Tender downloaded from the web site, the same shall be accompanied by a separate demand draft towards the cost of each tender form as indicated in Brief Tender Notice.

11. COST OF BLANK TENDER FORM (NON-REFUNDABLE)

- a) Rs. 1,00,000 /- (Rupees One Lakh only) per set (Blank Tender form will not be issued by Post/Courier).
- b) Cost of Blank Tender Form will be accepted only by DD.
- c) The cost of Tender documents will not be refunded under any circumstances.

12. RELATIONSHIP WITH CORPORATOR(S)

Bidder shall not be associated presently or in the past with any of the office bearer or Corporators of the Aurangabad Municipal Corporation either directly or indirectly as specified in the section 10(f), (g) of BPMC Act. 1949. The Bidder shall furnish an Affidavit on a Non-Judicial stamp paper Rs. 100/-. If any information so furnished shall be found to be untrue or false, the tender shall be liable to be disqualified and the Earnest Money accompanying such Tender shall stand forfeited to the Corporation. If the information so furnished shall be found to be untrue or false during the currency of the contract the Bidder shall be held to be in-default and the contract if any awarded to him shall be liable to be terminated with its consequences.

13. VALIDITY OF THE OFFER

120 days from the date of receipt of the Tender.

14. TIME SCHEDULE

Sr. No.	UDD Stage	Vendor Stage	Start Date & Time	Expiry Date & Time	Envelopes
1	Release Tender		21.01.2014	13.02.2014 14:00	
2		Tender Download	23.01.2014 14:00	13.02.2014 14:00	Commercial Envelop C1, Technical Envelope T1
3	Prebid Conference		05.02.2014 11:00	05.02.2014 14:00	
4		Technical Bid Preparation	23.01.2014 14:00	14.02.2014 14:00	Technical Envelop T1,
		Commercial Bid Preparation	23.01.2014 14:00	14.02.2014 14:00	Commercial Envelop C1,
5		Bid Submission	06.02.2014 11:00	14.02.2014 14:00	Commercial Envelop C1, Technical Envelope T1
6	Technical Bid Opening		14.02.2014 16:00	14.02.2014 18:00	Technical Envelope T1
7	Price Bid Opening		15.02.2014 13:00	15.02.2014 18:00	Commercial Envelop C1,

15. PREBID CONFERENCE

Pre-Tender conference is open to Bidders and will be held on 05/02/2014 at 11.00 hours in the office of the Commissioner, Aurangabad Municipal Corporation, Aurangabad, wherein the prospective Bidders will have opportunity to obtain clarifications regarding the work and the Tender Conditions.

The prospective Bidders are free to ask for any additional information or clarification either in writing or orally and the reply to the same will be given in writing and this clarification referred to as common set of conditions, shall also be common and applicable to all Bidders. The minutes of this meeting along with letters of Bidders will form the part and parcel of the tender documents.

16. ELIGIBILITY OF BIDDER**16.1 General Criteria:-**

1. The Bidder shall be registered contractor with MJP/PWD/CIDCO/Govt./Semi Govt. and any Government Organization etc. in Class-1 / Class A / Class AA/ No Limit/unlimited.

2. Joint Venture/ Consortium shall not be of more than two Members / entities / firms /companies. No bidder will be allowed to participate in more than one bid whatsoever. JV/Consortium/MOU/technology Tie-up Agreement shall not be amended or modified after submission of the bid as well as during the period of performance of contract.
3. Maharashtra value added tax 2002 Registration Certificate.

16.2 Technical Criteria

4. Following experience to the effect of having successfully completed similar Work during last 7 years and commissioned the said works for any govt. organization/urban local bodies in India, shall be uploaded online.

Sr. No.	Name of Work	Minimum Experience required
1.	Construction of Sewerage Collection system and Construction of SPS and STP	<p>A) Value of Work Done of Similar Type of single work having a estimated cost of Rs.284 Crores Or Shall have completed Providing, Lowering, laying, jointing and successful testing of RCC/HDPE/CI pipeline of all classes of diameter minimum 150 mm and above for Sewerage pipe line for minimum length 100 Km in a single contract in India for any Govt. Organization (out of which a minimum length of 1000 meters shall be of diameter not less than 1000mm). These criteria must be fulfilled by lead bidder.</p> <p>B) Two similar works having an estimated cost of Rs.178 Crores. each in an urban area Or Shall have completed Providing, Lowering, laying, jointing and successful testing of RCC/HDPE/DI/CI pipeline of all classes of diameter minimum 150 mm and abovefor Sewerage pipe line for minimum length 150 Km in Two contracts in India for any Govt. Organization(out of which a minimum length of 1000 meters shall be of diameter not less than 1000mm). These criteria must be fulfilled by lead bidder.</p> <p>C) Three similar works having an estimated cost of Rs. 142 Crores each in an urban area.</p>

Contractor

Nos. of Corrections

Executive Engineer

Sr. No.	Name of Work	Minimum Experience required
		<p>Or</p> <p>Shall have completed Providing, Lowering, laying, jointing and successful testing of RCC/HDPE/CI pipeline of all classes of diameter minimum 150 mm and above for Sewerage pipe line for minimum length 200 Km in Three contracts in India for any Govt. Organization (out of which a minimum length of 1000 meters shall be of diameter not less than 1000mm). These criteria must be fulfilled by lead bidder.</p>
2.	Sewage Pumping Station	100 MLD average capacity Sewage Pumping Station having civil work, electrical and mechanical works involved on design built basis in single contract.
3.	Sewerage Treatment Plant	<p>Design, construction and commissioning of Sewage Treatment Plant including all electromechanical work based on any aerobic biological process / Modern Technology of minimum 100 MLD average capacity in a single contract. This plant should have been meeting the outlet sewage quality of BOD < 10 mg/lit, TSS< 10 mg/lit, COD< 100 mg/lit-</p> <p>In case of JV / consortium, if the lead member fulfills the collection/distribution network (UGD) qualification as stated above, but does not meet the qualification for STP, then second member of JV/consortium must have designed, constructed and commissioned Sewage Treatment Plant (as a prime contractor) of minimum 100 MLD capacity under a single contract, based on any aerobic treatment process/ Modern Technology.</p> <p>Bidder must submit a Technology Tie-up Agreement for any aerobic biological process / Modern Technology duly signed and notarized on a Rs. 100.00 non judicial stamp paper with a technology provider, who must have a registered company in India.</p>

Sr. No.	Name of Work	Minimum Experience required
		The technology Provider must meet the required minimum eligibility criteria of having provided Technology for minimum three numbers of sewage treatment plants in India based on technology offered for this project in last seven years
4.	Operation & Maintenance of Scheme	Successful operation and maintenance of STP of 100 MLD and Pumping Station for at least 2 years in continuation in last seven years.

16.3 Financial Criteria:

- I. The bidder shall have an average annual financial turnover from civil Engineering works (inclusive of Electro Mechanical works) of not less than Rs. 106 Crores during last three years certified by registered chartered accountant (CA).
- II. The Bidder shall have Assessed Available Bidding capacity not less than Rs. 250 Cr. as on 31st March 2013. which should be worked out by the formula given below.

BID CAPACITY:-

Bidding capacity of contract or for completion of work will be decided by the following formula:

$$\text{Bidding Capacity} = (A \times N \times 3 - B)$$

Where,

A = Max. Value of Civil Engineering works executed in any year during the last five year upgraded to present year (i.e. tender accepting year) by adding 10% per year for execution of the year

N = No. of years prescribed for completion of work for which tender are invited
(For this project 3 Years)

B = Value of existing commitment of ongoing work to be completed during the next N years.

BID Capacity Calculation

Year	Max value of Civil Engineering works executed in last 5 year 'A'	No of year presented for completion of work for which tender is invited	Value of existing commitment of ongoing work to be completing in next N year	Bid Capacity (3NA –B)
2008-09				
2009-10				
2010-11				
2011-12				
2012-13				

The Bidder will need to produce originals of their all-supporting enclosures for verification by AMC if required. Failure to comply with this requirement may result in disqualification of the Bidder without any reason.

The applicant shall have to produce certified copy of work order and completion certificate duly signed by an officer not below the rank of Executive Engineer.

17. REJECTION OF CONDITIONAL BID

The tender submitted by the Bidder shall be strictly as per NIT and corrigendum/Addendum issued by the Commissioner, AMC Aurangabad. The tender offer shall be unconditional. Conditional tenders/offers will be summarily rejected.

b) All tenders are cautioned that the tender containing any deviations from the contractual terms and conditions, specifications, or other requirements will be rejected as non-responsive.

18. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the bid and AMC will in no case, be responsible and liable for those costs.

19. SITE VISIT

The contractor at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. The costs of visiting the site and collecting the necessary information shall be borne by the bidder. No extra claim will be entertained in future on this account.

The Bidder shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his Tender as to the nature of the ground and subsoil, the form and

nature of the site, the quantities and nature of the Work and materials necessary for the completion of the Works and means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his Tender.

The Contractor shall be deemed to have satisfied himself before Tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices quoted in the schedule of Works/items/ quantities or in bill of quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the Works.

No extra charges consequent to any misunderstanding or otherwise shall be allowed.

20. CONTRACTOR TO INFORM HIMSELF FULLY

The Bidders shall be deemed to have fully acquainted himself with the work & site conditions and carefully examined the special conditions, the specifications schedules and drawing and shall be deemed to have fully informed himself regarding the local conditions, and various prevailing laws at time beings.

The Bidders shall also be deemed to have fully acquainted with various leads and lift involved in the works and material of constructions as well as deemed to have fully acquainted himself with the fact that the work is to be carried out on the bank of river / Nalla and total city area. The Bidders should therefore plan his schedule of work properly so as to complete the work within stipulated time limit. Aurangabad Municipal Corporation will not be liable for any loss or damage sustained by the contractor due to rains, water level of the river/ nalla or traffic.

21. MODIFICATION AND WITHDRAWAL OF OFFERS

The Bidder may modify or withdraw his Tender after its submission, provided that written notice of the modification or withdrawal is received by the Corporation prior to the closing date and time prescribed for submission of Tender. No Tender can be modified by the Bidder, subsequent to the closing date and time for submission of offers.

22. IMPORTANT POINTS TO BE NOTED BY THE BIDDER

- a) On receipt of blank Tender form, the Bidder should ensure that no corrections or over writings or erasures are left to be attested by the competent authority of the Corporation.
- b) The Financial - Bid shall be inclusive of all taxes, Octroi, Local taxes, etc. to be paid by the Bidder for the Work and claim for extra payment on any such account shall not be entertained.

Any change that will be made in the Tender paper by the competent authority after issue of the Tender will be intimated to the Bidder in the form of Corrigendum/Addendum for incorporating the same in the Tender before submitting the Tender.

- c) Financial - Bid should be written both in words and figures, at appropriate places.
- d) No alterations and additions anywhere in the Tender Document are permitted. If any of these are found, the Tender may be summarily rejected.
- e) In case of firm, each partner or power of attorney holder shall sign the Tender and the signatures shall be attested as witness by a reputed person in the space provided for the purpose. The attested copies of power of attorney of person signing the Tender shall be enclosed with the Tender. The power of attorney shall be signed by all partners. In case of private limited/public limited companies, the power of attorney shall be supported by Board resolutions and appropriate and adequate evidence in Support of the same shall be provided.
- f) All pages and pasted slips should be signed by the Bidder and corrections, if any must be signed.
- g) No page shall be added or removed from the set of Tender Document.
- h) Bidder shall be deemed to have studied the scope of Works / Items / Quantities / Rates, all plans, specifications, terms and conditions, shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his Tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, nature of the Work and materials necessary for the completion of the Works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies, obligations under the Contract and all matter and things necessary for proper completion and maintenance of the Works. No extra charges consequent on any misunderstanding. A declaration and an undertaking to this effect should be signed by the Bidder in the form attached at an Annexure - 2.
- i) The Bidder shall submit the Tender which satisfies each and every condition laid down in this Tender notice, failing which the Tender will be liable to be rejected conditional Tenders will be rejected.

23. CORRUPT OR FRAUDULENT PRACTICES

The Corporation requires that the Bidder's under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Corporation defines for the purposes of this provision, the terms set forth as follows:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Corporation, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Corporation of the benefits of the free and open competition;

The Corporation will reject a proposal for award if it determines that the Bidders recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; The Corporation will deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

24. Submission of Tender

- a) The two envelopes No. 1 and 2 shall be digitally sealed and signed and submitted online as per the online Tender Schedule.
- b) The date and time for online submission of envelopes shall strictly apply in all cases. The Bidders should ensure that their Tender is Prepared online before the expiry of the scheduled date and time and then submitted online before the expire of the scheduled date and time. Offers not submitted online will not be entertained.
- c) If for any reason, any interested bidder fails to complete any of online stages during the complete Tender cycle, department shall not be responsible and any grievance regarding that shall not be entertained.
- d) Aurangabad municipal corporation, Aurangabad will not be responsible for delayed e-submission on account of technical/uploading to the site or network problems.

25. MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS

The Tenders will be opened (as far as possible) on the date specified in the Tender notice in the presence of the intending bidders or their authorized representative to whom they may

choose to remain present along with the copy of the original documents submitted. Following procedure will be adopted for opening of the Tender.

1.1. Envelope No. 1 (Technical Envelope): This shall contain EMD and technical Bid.

The first envelope shall contain following Documents

- Forwarding Letter
- Earnest money in the form of DD valid for 6 months' period from the prescribed date of opening of Tender.
- Income Tax Return for last three years (FY 2012-13, 2011-12, 2010-11) duly certified by Chartered Accountant.
- Copy of Pan Card
- Certified copy of Registration certificate i.e. Company registration, partnership Deed etc. and power of Attorney to sign the tender document and other proceeding pertaining to the work tendered.
- VAT Registration certificate.
- Certificate of registration in appropriate class with MJP / PWD
- Declaration by bidder in Statement no. VIII
- Undertaking & Guarantee in Statement No. VII
- Details of similar kind of works carried out by the bidder in Statement no. III
- Details of other works tendered for & inhand in Statement no. I
- Details of machinery immediately available with the bidder in Statement no. II
- Details showing work done in all classes of civil engineering construction works during last three years in Statement no V
- Details of technical personnel with the bidder in Statement no. IV
- Details showing work executed in during last three years in Statement No VI
- Proof of payment of tender fees.
- All certificates pertaining to eligibility criteria shall be uploaded.
- Authority letter in favour of person signing the bid & documents
- All the above mentioned documents shall have to be submitted duly signed by the Authorized signatory.
- Work plans in Bar Chart format to be submitted along with tender document.
- Work Plan in computer software viz. MS-PROJECT / Primavera, indicating the methodology planning with resources logistics and work plan with indicative milestone shall be submitted duly signed by the Bidder within 07 days of issue of work order. He should indicate requirement of machinery and man power in work plan. A tender submitted without work plan in the form of bar chart indicating mile stone etc. would be considered as invalid and non-responsive. The detailed work programme will be finalized and approved by AMC after award of work. Contractor shall suitably modify the programme as directed by Engineer-in-charge.

- Common set of deviations or any corrigendum / addendum / amendment issued by Commissioner, duly signed by Contractor.
- E-Tender document (Technical Bid) duly signed as token acceptance of Bid.

All the above documents shall be uploaded and one set of above all attested copies should be submitted to the Commissioner, AMC, Aurangabad by hand as well as in the

Envelope No. 1.

First of all, Envelope no. 1 of the Bidder will be opened online through Tendering procedure to verify its contents as per requirements. Scanned copies of all the above mentioned documents shall be in Envelope No. 1. If various documents contained in this Envelope do not meet the requirements, as above a note will be recorded accordingly by the Tender opening authority and the Envelope No. 2 of such Bidders will not be opened or considered for further action and the same will be rejected

Envelope No. II

The Bidder should quote his offer, in percentage rates format on printed B-1 form of the tender at appropriate place of the tender documents, to be submitted only in Envelope No.2. He should not quote his offer anywhere in Envelope No.1 directly or indirectly. The Bidder shall quote for the work as per details given in the main tender and also based on additional conditions/ stipulations furnished by the Municipal Corporation after the pre tender conference. This envelope shall be opened online through e-Tendering procedure immediately after opening of envelope No. 1 only, if the contents of Envelope No. 1 are found to be acceptable to the Municipal Corporation. The tendered rate shall then be read out by the tender opening authority.

26. RIGHT RESERVED:

Right to reject any or all tenders without assigning any reason therefore is reserved by the competent authority of Aurangabad Municipal Corporation, Aurangabad whose decision will be final and legally binding on all the Bidder.

- a) The Aurangabad Municipal Corporation, Aurangabad its discretion may extend the dead line for submission of tender by issuing an amendment.
 - b) The Aurangabad Municipal Corporation, Aurangabad shall have the right to revise or to amend the contract document prior to receipt of tender.
2. The amount of the earnest money will be forfeited in case successful contractor does not pay the amount of initial security deposit within the time specified as stipulated by the Commissioner and complete the contract documents. In all other cases, earnest money will be refundable.
 3. The acceptance of the tender may be intimated to the contractor telegraphically or otherwise and either by the Officer competent to accept the tender by other authorities

such as Commissioner and such intimation shall be deemed to be an intimation of acceptance of the tender given by the authority competent to accept the tender.

27. Insurance

Contractor shall take out necessary insurance policy/policies so as to provide adequate insurance cover of execution of the awarded contract work from the Director of Insurance, Maharashtra State, Mumbai only. Its postal address for correspondence is 264, 1st floor MHADA, Opposite Kalanagar, Bandra (East), Mumai-400 051 (Tel. No. 6433403, FAX No. 6438461). Insurance policy/policies taken out from any other company will not be accepted. However, if the same should be under the co-insurance cum servicing arrangements approved by the Director of Insurance. If the policy taken out by the contractors is not on co-insurance basis (G.I.F. 60% and Insurance company 40%) the same will not be accepted and amount of premium calculated by the Director of Insurance will be recovered directly from the amount payable to the contractors for the executed contract work which may be noted.

28. Defect Liability Period

The defect liability period would one year commence from the date of completion and, test and trial, which will be final. The contractor who will not provide the materials related according to the conditions laid down in accepted tender and result in inferior quality work and cause any defect thereto, during defect liability period, will be viewed seriously.

29. Excise Duty

As per Govt. of India, Ministry of Finance and company affairs, department of Revenue Tax Research Unit Circular No. 659 / 50 / 2002 – ex, dated 6th September 2002, on the Central Excise side, full exemption from the duty has been extended to all items of machinery, including instruments, apparatus and appliances auxiliary equipment and their components / parts required for the setting up of water treatment plants intended to treat water to make it fit for consumption of humans and animals. It is also clarified that 'Water Treatment Plant' would include plants for desalination; demineralization purification of water or for any other similar process intended to make water fit for consumption of humans and animals. Central Excise Duty will also exempt on pipes required for obtaining untreated (raw) water from its source to the plant and for supplying the treated (potable drinking) water to the storage place from which it would be further supplied for consumption of humans and animals. The duty concession would not be available for pipes required to supply the treated water from its storage place to the place of consumption. The concession would be subject to the certification by the Collector / District Magistrate/Deputy Commissioner of the district in which the WTP is to be set up.

'On receipt of application of Agency, the Commissioner, AMC will recommend the District Collector to issue requisite certificate to have above exemption in duty therefore contractor shall have to quote his rates after considering probable exemption in Customs and Central Excise Duties'.

It is hereby further clarified that the Govt. of India, Ministry of Finance (Deptt. Of Revenue) New Delhi vide its Notification No. 26/2009. Central Excise Dt. 4/12/2009 has made an amendment which is applicable as communicated by S.E. (H.Q.) of MJP Mumbai vide Marathi letter No. MJP/ SE (HQ)/misc 36 (2)/291 Dt. 15/3/2010.

30. VAT

The offer includes VAT. The VAT as applicable will recovered at 2% and remitted by Commissioner, AMC, and Aurangabad to the concerned authority after every running account bill and certificate to that effect will be issued to the contractor.

31. LOCAL BODY TAX

The local body tax shall be deducted at 0.25% for the contractor or at appropriate rate as may be determined by the AMC from time to time on basis of actual work done by the contractor from each R.A. bill.

32. DEFECT LIABILITY PERIOD

Defect liability period shall be for 12 months after successful completion of entire work as per tender document. During defect liability period the contractor shall make responsible to make good and remedy at his own expenses any defects which may develop or noticed in the work. In defect liability period, the contractor shall be responsible for maintaining the entire scheme including all labour, material etc., repairing the defects, replacing the defective material used in the work at his own cost excluding the energy, water charges during the above said defect liability period. Otherwise suitable action against him as per conditions mentioned in tender document shall be taken without prejudice to any other rights and remedies available to Aurangabad Municipal Corporation by any other law in force.

Commissioner

**Aurangabad Municipal Corporation,
Aurangabad**

STATEMENT NO. I

Statement of list of works in hand and works tendered for as on 31.12.2013

Name & Address of Bidders:

(A) Work in Hand

Sr. No.	Name of Work	Agreement No.	Tendered Amount	Date of commencement	Stipulated date of completion	Value of work Already Done	Value of balance work	Value of balance work to be executed during next 12 months	Probable date of completion	Remarks
1	2	3	4	5	6	7	8	9	10	11
..... Sample Form.....										

(B) Works Tendered For

Sr. No.	Name of Work	Name and Address of Client	Tendered Amount	Time Limit	Probable date when decision is expected	Other relevant details if any.
1	2	3	4	5	6	7
..... Sample Form.....						

Note: This is only a standard form. Details are to be furnished in this form of type written statements duly signed which shall be enclosed in Envelope No.1

Contractor

Nos. of Corrections

Executive Engineer

STATEMENT NO. II

DETAILS OF PLANT & MACHINERY IMMEDIATELY AVAILABLE WITH THE BIDDERS FOR THIS WORK

Name of Bidders:

Sr. No.	Name of the Equipment	No. of Units	Kind and Make	Capacity	Age & Condition	Present location	Remarks
1	2	3	4	5	6	7	8
..... Sample Form							

Signature of Bidders

Contractor

Nos. of Corrections

Executive Engineer

STATEMENT NO. II (A)

(To be included in Envelope No. 1)

QUESTIONNAIRES OF MACHINERY

Proforma for information regarding availability/ Procurement of machinery required for this work.

Sr.No	Type Equipment	Plant & Equipment Required (Nos.)	Plant & Equipment Available (Nos.)
1	Drum Mix plant of capacity	1	
2	Concrete mixer of one bag capacity with weigh batching machine	8	
3	Excavator /JCB	7	
4	Hydraulic Crane (HYDRA)	7	
5	Needle Vibrators	6	
6	Water tanker	5	
7	Truck/Tipper	7	
8	Dewatering diesel engine pumps 5/10 HP Capacity	10	
9	Automatic Dumpy level set	7	
10	Timbering Materials, Centering Sheets, Runners etc.	5000 sqm	
11	Vibrators of required capacity (Needle, Plate compactor)	15	
12	C.C. Cube moulds	24	
13	Total Station	1	
14	HDPE pipe fitting equipment	7	

Question - 1: Is the above machinery's owned by you and available with you for immediate

Contractor

Nos. of Corrections

Executive Engineer

deployment on this work. If yes, give information in this sample form:

Type of Machine	No. of Units	Names of works on which deployed at present	Location	Output	Works in hand
1	2	3	4	5	6
..... Sample Form					

B) Is the above machinery's hired by you and available with you for immediate deployment on this work? If yes, give information in this sample form:

Question - 2: If answer to Question - 1 is "No" please state how this machinery will be procured by you?

If the machinery's is hired by you, give information in this sample form:

Type of Machine	No. of Units	Names of works on which deployed at present	Location	Output	Works in hand
1	2	3	4	5	6
..... Sample Form					

Signature of Bidders

STATEMENT NO. III

DETAILS OF WORKS OF SIMILAR TYPE AND MAGNITUDE CARRIED OUT BY THE BIDDERS

NAME OF THE BIDDERS:

Sr. No.	Name of work	Name & address of the organization for whom the work was done	Place & Country	Agreement	Date of commencement	Tendered Cost	Total cost of completion	Date of completion	Principle features in brief
1	2	3	4	5	6	7	8	9	10
..... Sample Form									

Signature of Bidders

Contractor

Nos. of Corrections

Executive Engineer

STATEMENT NO. IV

DETAILS OF TECHNICAL PERSONNEL AVAILABLE WITH THE BIDDERS

NAME OF THE BIDDERS:

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

Signature of Bidders

Contractor

Nos. of Corrections

Executive Engineer

STATEMENT NO. V

STATEMENT SHOWING WORK DONE IN ALL CLASSES OF CIVIL ENGINEERING
CONSTRUCTION WORKS DURING LAST THREE YEARS

NAME OF BIDDERS:

Sr. No.	Name of division	Amount put to Tender / Tendered Cost	Total No. of Agreement No.	Amount of work done during each of last three years			Total amount of work still remaining to be executed	Remarks
				2010-11	2011-12	2012-13		
1	2	3	4	5	6	7	8	9
..... Sample Form								

Signature of Bidders

Contractor

Nos. of Corrections

Executive Engineer

STATEMENT NO. VI

STATEMENT SHOWING WORK EXECUTED IN DURING LAST THREE YEARS

NAME OF BIDDERS:

Sr. No.	Name of work	Year	Agreement No.	Pipe Line Material and Length (m)	STP Type and Capacity (MLD)	Remark
1	2	3	4	5	6	7
		2010-11				
		2011-12				
		2012-13				
		TOTAL				

Signature of Bidders

Contractor

Nos. of Corrections

Executive Engineer

STATEMENT NO. VII**UNDERTAKING AND GUARANTEE**

I / We guarantee that:-

- 1) I / We will replace, repair and adjust free of all charges, to the employer, any part of the work which fails to comply with the specifications or amendment to such specifications as referred to in our specifications attached to tender, for wear and tear expected until the completion and for period of 12 months from the date of Acceptance Certificate issued under respective clause of Conditions of Contract.
- 2) All the work will be reliable.
- 3) All the work will be of a type which has been proved in service, to be suitable for the duty required by the specifications and will be manufactured and tested in accordance with the appropriate standard specifications approved by the Engineer-In-Charge.
- 4) I / We accept and abide by the clause relating to quality and guarantee of work for complete defect liability of twelve month from the date of submission.

Contractor's Signature.

STATEMENT NO. VIII

DECLARATION

- 1) I / We hereby declare that I / We have made my/our self thoroughly conversant with the local conditions regarding all materials such as stones, murum, sand, availability of water etc. and labour, on which I / we have based my rates for this work. The specifications and requirements of lead for this work have been carefully studied and understood by me / our before submitting the tender. I / we undertake to use only the best material, to be approved by the Engineer-In-Charge of the work and also abide by his decision.

- 2) I / We hereby undertake to pay the labour engaged on the work as per Minimum Wages Act 1984 applicable to the zone concerned.

- 3) I / We hereby undertake to supply the material / equipment only as per makes mentioned in the tender wherever such makes are specified.

Contractor's Signature.

MODEL FORM OF BANK GUARANTEE BOND

1. This deed of Guarantee is made on the.....by having his head office at
hereinafter called the said Contractor(s) from
 the demand under the terms and conditions of Agreement dates ..
 made between..... and

 for (hereinafter called 'the
 Agreement') of additional security deposit for the due fulfillment by the said
 Contractor of the terms and conditions contained in the said Agreement on
 production of a Bank Guarantee for Rs. (Rs.
 only) We, request of
 (contractor) do
 hereby undertake to pay to the Aurangabad Municipal Corporation, Aurangabad
 hereinafter referred to as AMC, an amount not exceeding Rs.
against any loss or damage caused to or suffered by the AMC by reasons of
 any breach by the said Contractor of any of the terms or conditions contained in the
 said Agreement.
2. We, (indicate the name of bank) do
 hereby undertake to pay the amount due and payable under this guarantee without
 any demur, merely on a demand from the AMC stating that the amount claimed is
 due by way of loss or damage caused to or would be caused to or suffered by the
 AMC by reason of breach by the said Contractor (s) of any of the terms of conditions
 contained in the said Agreement or any reason of the Contract(s) failure to perform
 the said agreement. Any such demand made on the bank shall be conclusive as
 regards the amount due and payable under this guarantee shall be restricted to an
 amount not exceeding Rs.....
3. We undertake to pay to the AMC any money so demanded not with standing any
 dispute or dispute raised by the Contractor(s)/Supplier (s) in any suit or proceeding
 pending before any count or tribunal retaining there to our liability under this present
 being absolute and unequivocal. The payment so made by us under this pond shall
 be valid discharge of our liability for payment thereunder and the Contractor(s) /
 Supplier (s) shall have no claim against us for making such payment.
4. We,..... (indicate the name of Bank)
 further agree that the guarantee herein contained shall remain in full force and effect

Contractor

Nos. of Corrections

Executive Engineer

during the period that would be taken for the performance of the said Agreement and that it shall continue to be forcible till all the dues of the AMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till
.....of AMC certifies the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on 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 AMC that AMC shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or postpone for any time or from time to time any of the powers exercisable by the AMC against the said Contractor(s), and to forth or enforce any of the terms and conditions relating to the said Agreement, or extension being granted to the said Contractor(s) or for any forbearance act or commission on the part of the AMC or any indulgence by the AMC to the said Contractor or by any such matter or thing whatever which under the law relating to surety would, but for this provision, have effect of so relieving us.
- 6. The guarantee will not be discharged due to the change in the constitution of the Bank or the change in constitution of the Contractor/Suppliers.
- 7. We,..... (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the AMC in writing.

Dated the day of 19

For
(Indicate the name of bank)

GENERAL INFORMATION & SCOPE OF WORK

A] PROJECT INFORMATION

1.1. INTRODUCTION

Aurangabad is one of the fast growing cities in Asia. The existing sewerage scheme was designed for population of 2 lacs. The present population of Aurangabad City is 11.65 lacs. The projected population in year 2030 will be 17.32 lacs and for year 2045 will be 23.26 lacs.

Currently the city receives about 135 MLD water supply through many sources such as Jayakwadi, Harshul, Nahar E Ambari . The main source is Jayakwadi Dam, having two existing schemes

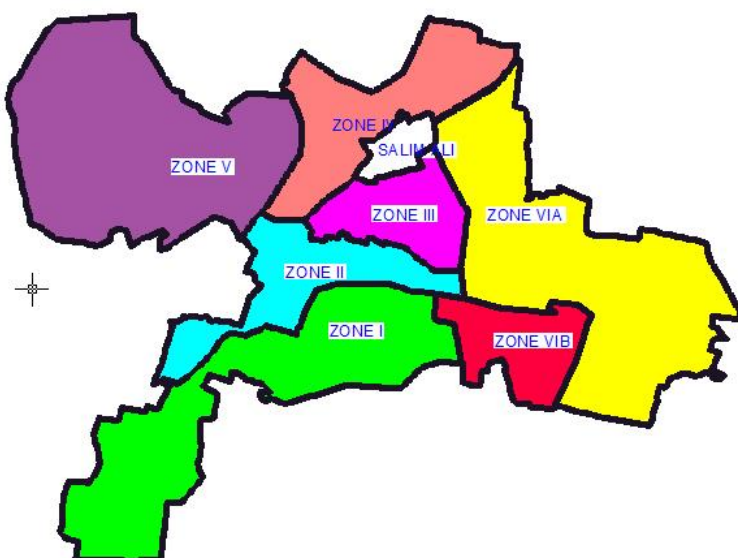
The existing sewerage system was insufficient to cater to the increase in population to 4 - 5 times. The expansion of the city demands a new sewerage system with proper collection network and efficient treatment. Presently only 11.50 MLD sewerage is treated and remaining waste water goes to the Kham river and Sukhana river as untreated.

1.2. Main Features of the PROPOSED Underground Sewerage Project

1. Population and Demand of Aurangabad City

Sr.No	Year	Population Souls	Total Sewage Demand (MLD)	Status of year
1	2011	11,65,146	169.86	Design Year
2	2015	12,67,377	181.45	Base Year (0 year)
3	2030	17,32,298	234.18	Intermediate Year (15 years)
4	2045	23,25,994	301.50	Ultimate Year (30 years)

2. Sewerage Zone of Aurangabad City



3. Abstract of Main Sewers

Contractor

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Main Sewers in Kham Basin

1. **Main Sewer A:** Western part of Bibi Ka Maqbara to University to Padegaon
2. **Main Sewer B:** Part of Kham River flowing through Himayat Bagh Nallah – Siddharth Garden – Banewadi – Golwadi.
3. **Main Sewer C:** Majnu Hill – City Chowk - Barudgar Nala- Saraswat Bank-Nageshwarwadi – Varad Ganesh – Siddharth Garden.
4. **Main Sewer D:** Nallah flowing through MGM – Jafar gate - Dalalwadi - S.B. Colony-Nageshwarwadi – Varad Ganesh – Siddharth Garden.
5. **Main Sewer E:** Forest Office – Padampura - Kham River.
6. **Main Sewer F:** Nallah flowing through St.Francis High School - Tilaknagar – Vedant Nagar – MIT College
7. **Main Sewer K:** High court – Gajanan Maharaj Mandir - Jawahar Colony Police Station – Shahnoorwadi – MIT college – Nath Seeds- Golwadi

Two sewers in Sukhana basin:-

1. **Main Sewer L:** - Nallah is flowing through N-2 CIDCO to Sukhana River.
2. **Main Sewer M:** - Jadhav wadi - Chikalthana Gaathan – Chikalthana MIDC – Sukhana River.

Sewer Name	Location		Diameter (mm)														Total Length (m)
	Start point	End Point	400	450	500	600	700	800	900	1000	1100	1400	1500	1600	1800	2000	
A	Bibi-ka-maqbara	Padegaon STP	1552		912		334										2798
B	Himayat Bagh	Golwadi TPS			3655	827	44	954	711				562	2646	2214	396	12009
C	Majnu Hill	Siddharth Garden STP	2252			1177	1053	661		1435	1591	320	521				9010
D	MGM Hospital	Siddharth Garden STP			335		462	455	609	868	993						3722

Contractor

Nos. of Corrections

Executive Engineer

Sewer Name	Location		Diameter (mm)														Total Length (m)
	Start point	End Point	400	450	500	600	700	800	900	1000	1100	1400	1500	1600	1800	2000	
E	Forest Office	Kham River	1061		228	81	2069	847									4286
F	Saint Francis High School	MIT College	459	195	168	584	346	857	866			5353					8828
K	High Court	Golwadi TPS	871			1491	551		1490								4403
L	N-2 CIDCO	Sukharna River	204		2003	292	1476		1130	11							5116
M	Jadhavwadi	Sukharna River	1211		2147	2590	436	637	1689	1174							9884
Total Length of Main Sewers (M)			7610	195	9448	7042	6771	4411	6495	3488	2584	5673	1083	2646	2214	396	60056

4. Abstract of Sewer Pipeline including Main Sewers

DIA	Proposed Sewer Length (m)
150 mm	70278
200 mm	27494
250 mm	29246

Contractor

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Executive Engineer

DIA	Proposed Sewer Length (m)
300 mm	28533
350 mm	250
400 mm	32356
450 mm	4612
500 mm	11677
600 mm	12177
700 mm	9414
800 mm	4605
900 mm	10206
1000 mm	2404
1100 mm	2953
1200 mm	4193
1400 mm	4435
1600 mm	2856
1800 mm	2157
2000 mm	272
Total (m)	260118

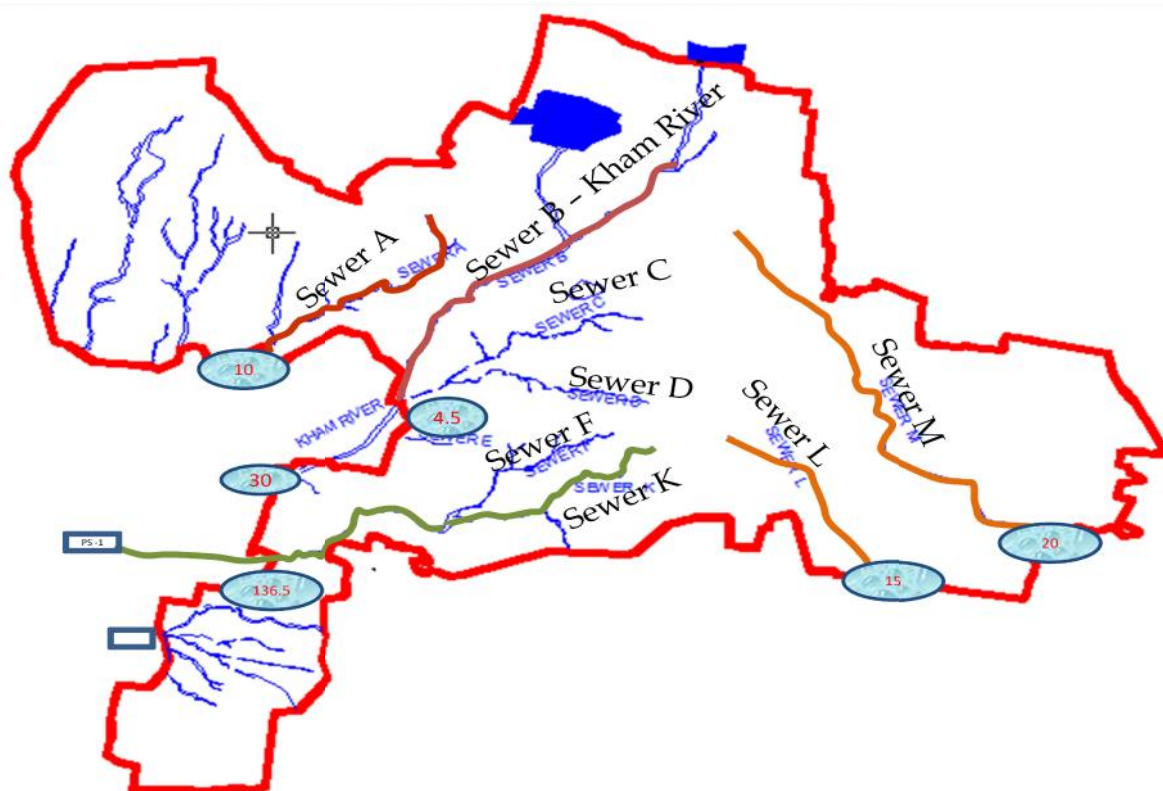
5. Details of Proposed STP

Sr. No	Name of STP	Capacity (MLD)	Type of Treatment.
1	Banewadi	30.00	(Modern technology) SBR/MBBR
2	Nakshatrawadi	136.50	(Modern technology) SBR/MBBR
3	Padegaon	10	(Modern technology) SBR/MBBR
4	Siddharth Garden	4.5	(Modern technology) SBR/MBBR
5	Zalta	20	(Modern technology) SBR/MBBR
6	CIDCO	15	(Modern technology) SBR/MBBR
	Total	216 MLD	

Contractor

Nos. of Corrections

Executive Engineer



The total length of the collection network is about 541 Kms, comprising of 150mm to 300 mm dia. SWR pipes and 350 to 1800mm diameter RCC pipes. About 50% of the total length of sewer is proposed for up gradation. It is proposed to replace all the main sewers of length 60 Kms along the nalla which ultimately flow to Kham and Sukhana rivers.

Aurangabad Municipal Corporation (AMC) proposes to construct six number of STP and Seven numbers of pumping stations of intermediate and or terminal pumping stations with providing and laying of sewerage network of RCC non pressure, HDPE, DI pipelines in Aurangabad City under UIDSSMT Programme. The propose treatment plant shall be of Modular type and state of art in its functioning so as to enhance the capacity to accommodate future flows.

The proposed treatment plant can be based on one of the three technologies described below followed by chlorination of the treated sewage before discharging in to the nearby major Nalla or into river. Bidder can suggest technology for different STP capacity considering cost optimization and site suitability to treatment technology.

1. Activated Sludge Process (ASP)
2. Sequential Batch Reactor (SBR)
3. Moving Bed Bio Reactor (MBBR)

1.3. SITE INFORMATION

1.3.1. Geo-Technical Studies

Contractor

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Executive Engineer

The average water table is about 2.5m to 3.0 m below ground level. The water Net safe bearing capacity of the treatment plant site at a depth of 1.5 m to 2.0 m is about 18 T/m². The bidder has to make his own assessment of the ground water table and safe bearing capacity while costing their proposal. In any case the approval of designs of the successful bidders shall be based on actual soil investigation report to be carried out by the successful bidder after award of work.

1.3.2. Location

Aurangabad city is situated about 350 km from Mumbai. Roughly triangular in shape, the southern side corresponds to the Godavari and the northern side to the northeast trending arm of the Ajanta ranges. With an extreme east to west distance of nearly 175 kilometers, this district is bounded by Jalgaon district on the north, Buldhana and Jalna districts on the east, Beed and Ahmadnagar districts on the south and Nasik district on the west. On the Eastern slopes of the North South Sahyadri Ranges.

The location co-ordinates for Aurangabad are N 19° 53' 47" - E 75° 23' 54". It is located 512 meters above sea level. The city is surrounded by hills on all sides.

The topography of the city is typical of the region. The area lies in a broad east – west valley between ranges of flat-topped hills similar to those met with so often in Deccan.

The city stands in the Dudhana valley between Lakenvara range on the north and Satarahills on the south. The old city contained within main fort walls lies on left bank of the Kham river basin whereas the eastern part lies in the Sukhana river basin. Though both the rivers are flowing South- West and South- East connects to the Godavari River.

1.3.3. Climate

It has moderate rains and the climate is dry throughout the year.

The climate is typical with three distinct seasons – summer, Rains, and Winter. The maximum and minimum temperature for the hottest month of May is 39.8°C and 24.4°C.

The same for the coldest month of December is 28.70°C and 13° C.

Annual temperature in Aurangabad range from 9 to 40°C. The highest maximum temperature ever recorded at Aurangabad was 46°C (114°F) on 25 May 1905. The lowest record temperature was 2°C (36°F) on 2 February 1911. The relative humidity ranges from 20% to 25%. Rainfall in Aurangabad varies from 9.0 to 693 mm/month. Average annual rainfall is 725 mm and occurs in the month of June to September.

B] BRIEF SCOPE OF WORK

The general scope of the work shall include but not be limited to the following:

1. Design, construction, supplying, erection, testing and commissioning of six nos of STPs based on any of the three suggested technologies.
2. Design, Construction, supplying, erection, testing and commissioning of Six

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numbers of terminal pumping Stations and one intermediate pumping station at ward no 98.

3. Survey, Design and Drawings of the total sewage collection network in correlation with proposed and existing alignment, line and levels of the existing network upto the sewerage treatment plants and assessment of the existing sewerage pipeline and manholes before upgradation/replacement of the existing pipelines.
4. Excavation of pipelines, manholes and all types of structures in all types of strata with minimum disruption to the traffic, including refilling, disposing of the excavated stuff as per the directions of Engineer-in-Charge.
5. Providing, lowering laying and testing RCC Non Pressure/DWC HDPE pipelines for sewerage network in Aurangabad City.
6. Construction of brick and RCC manholes, ventilating shafts, covered channels including successfully hydraulic testing/leakage tests.
7. Dewatering with the pumps and disposing/diversion of the water to nearby drains/channels/ nallas/river without disturbance to the traffic.
8. Traffic diversion including proper lighting, signages, safety and precautionary measurements at the workplace.
9. Required site development including levelling and grading to improve the aesthetics and to facilitate the vehicular movement.
10. Preparation of process, hydraulic, electrical, mechanical and piping design. Preparation all civil, mechanical, electrical and piping drawings including architectural, construction and as built drawings.
11. Demolishing the existing structures, if any, on the site.
12. Construction of civil engineering works for all the units plus all the ancillary structures as detailed in Volume IIB: Civil Specifications.
13. Supply, erection testing & commissioning of all the mechanical equipment as detailed in Volume IIC: Mechanical Specifications.
14. Supply, erection testing & commissioning of all the Electrical & Instrumentation equipment as detailed in Volume IID: Electrical Specifications.
15. Supply, erection testing & commissioning of all the interconnecting piping & valves as detailed in Volume IIB: Civil Specifications.
16. Providing walkways, platforms and RCC staircase of minimum 1.2 m width
17. All water retaining structures shall be form finished.

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18. All reinforcement steel shall be Fe 415 TMT grade only
19. Swelling Gasket in paste form (Masterflex or equivalent) shall be used in all construction joints in concrete structure to avoid leakage
20. Drain with valve and pipe arrangement (min 200 mm dia) to all treatment plant units. All drains shall be connected to the final treated sewage line.
21. Performance Run of the constructed & hydraulically tested plant along with O & M of electrical & mechanical equipment for a period of Three (3) months
22. Defects liability period of 12 months from the date of successful completion of O & M period.
23. Supply of all documentation for the plant such as As-Built drawings, Operation & Maintenance manuals (6 sets)
24. Supply of all spares required during performance run and during 36 months of O & M period.
25. Zinc rich epoxy painting in two coats from inside for all shall water retaining structures.
26. Water proof acrylic painting in two coats of approved shade to all units from outside upto 0.5 m below ground level.
27. Oil painting with anti corrosive treatment to railing and all MS, CI and GI works.
28. Subsoil testing and investigation for water table and safe allowable bearing capacity to be carried out by the contractor through a reputed and specialist firm approved by Engineer-in-Charge. Based on soil investigation the contractor shall prepare structural design and drawings.
29. Bidders are advised to visit STP site before quoting for the proposed STP.
30. Any other items of work which have not been specifically mentioned in the specifications but are necessary for construction of the plant as per good engineering practice and safety norms and operation and guaranteed performance of the entire plant shall be deemed to be included within the scope of work of this specifications and shall be provided by the contractor without any extra cost to the employer.
31. The operation and maintenance of the entire work for period of 10 years. Bidders are required to quote annual operations and maintenance cost for 10 years separately.

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CONDITIONS OF CONTRACT
CONDITIONS OF PARTICULAR APPLICATIONS

1. DEFINITIONS

Unless excluded by or repugnant to the context.

- a) The expression AMC as used in the tender papers shall mean the Aurangabad Municipal Corporation.
- b) The expression Corporation as used in the tender paper means Aurangabad Municipal Corporation
- c) The expression "Department" as used in the tender papers shall mean Water Supply Department, Aurangabad Municipal Corporation, Aurangabad.
- d) The expression "plant and equipment" as used in the tender papers shall mean every machinery, centering forms necessary or considered necessary by the Commissioner to execute, construct complete and maintain the works and used in altered, modified, substituted and additional work, ordered in the time and manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used therefore.
- e) "Drawing" shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Municipal Engineer-in-charge.
- f) "Engineer-in-charge" of the work shall mean the City Engineer. City Engineer's representative shall mean an assistant of the City Engineer notified in writing to the Contractor by the City Engineer.
- g) "PMC (Project Management Consultant)" shall mean the Project Management Consultant appointed by AMC for construction supervision of project, management of project and monitoring the work. The AMC shall be Engineer whenever specified.
- h) The "Site" shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place which may be allotted by Aurangabad Municipal Corporation or used for the purpose of contract.
- i) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- j) The "Contract" shall mean The agreement entered into between the owner and the Contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions,

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specifications, designs, drawings, priced schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with all its accompaniment and those later incorporated in it by internal consent.

- k) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- l) The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- m) The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- n) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- o) A "month" shall mean a calendar month.
- p) A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- q) "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the Contractor has no control.
- r) "Temporary works" shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- s) "Urgent works" shall mean any measures, 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.
- t) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.
- u) Wherever there is mention of "Schedule of rates" or simply DSR or Schedule Rates in this tender it will be taken to mean as "The schedule of rate of MJP/PWD/CPWD/AMC Aurangabad Municipal Corporation, Aurangabad.

Note: The contract sum shall include the following:

1. (a) In the case of percentage rate contracts, the estimated value of Works as mentioned in the tender adjusted by the Contractor's percentage.

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- (b) In the case of item rate contracts, the cost of the Work arrived at after extension of the quantities shown in schedule of items/ quantities by the item rates quoted by the Bidder for various items and summation of the extended cost of each item.
- (c) In case of lump sum contract, the sum for which tender is accepted.
2. Special discount/ Rebate/ Trade discount offered by the Bidder if any and accepted by the Corporation.
 3. Additions or deletions that are accepted after opening of the tenders.
 4. Physical contingencies, if any an accepted by the Corporation.

2. LANGUAGE(S) AND LAW

Sub Clause 2.1

- (a) The language in which the Contract documents are drawn up is English.

(b) **Law**

The Contract shall be governed by and construed in accordance with the law of India and no suit or other proceeding relating to the Contract shall be filed or taken by the Contractor in any Court of Law except in the High Court at Mumbai/Aurangabad which shall have exclusive jurisdiction to hear and determine all actions and proceedings in connection with and arising out of the Contract, and the Contractor shall submit to the jurisdiction of the aforesaid Court of Law for the purpose of any such action and proceedings.

(C) **SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK**

(i) **Workman Compensation Act 1923**

The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

(ii) **Payment of Gratuity Act 1972**

Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(iii) **Employees PF and Miscellaneous Provision Act, 1952**

The Act provides for monthly contributions by the employer plus Workers @ 10% or 8.33%. The benefits payable under the Act are:

- a) Pension or family pension on retirement or death as the case may be.
- b) Deposit linked insurance on the death in harness of the Worker.
- c) Payment of PF accumulation on retirement/ death etc.

(iv) **Maternity Benefit Act 1951**

Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

(v) **Contract labour (Regulation and Abolition) Act 1970.**

The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the contractor fails to provide, the same are required to be provided by the Principal Employer by law. The principal employer is required to take Certificate of Registration and the Contractor is required to take a Licence from the designated Officer. The Act is applicable to the establishments or Contractor of principle employer if they employ 20 or more contract labour.

(vi) **Minimum Wages Act 1970**

The Contractor shall see that the provisions set for under the Minimum Wages Act and Contract Regulation and Abolition Act 1970 with the Maharashtra Contract Labour (regulation and abolition) Rules 1971 as amended from time to time are fully complied with by him and shall maintain necessary registers and records for payment of wages, overtime, etc. made to his Workmen as required by the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other organization person appointed by the Central or State Government.

(vii) **Payment of Wages Act 1936**

It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the Workers.

(viii) **Equal Remuneration Act 1979.**

The Act provides for payment of equal wages for Work of equal nature to Male & Female Workers and not for making discrimination against Female employees in the matters of transfers, training and promotions etc.

(ix) **Payment of Bonus Act 1965**

The Act is applicable to all establishments employing 20 or more Workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 200% of wages to employees drawing Rs. 3,500/- P.M. or less. The

bonus to be paid to or employees getting Rs. 2500/- P.M. above upto 3500/- P.M. shall be worked out by taking wages as Rs. 2500/- P.M. only. The Act does not apply to certain establishments. The newly set up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of the Act.

(x) Industrial Disputes Act 1947

The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(xi) Industrial Employment (Standing Orders) Act 1946

It is applicable to all establishments employing 1000 or more Workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the employer or matters provided in the Act and get the same certified by the designated Authority.

(xii) Trade Unions Act 1926

The Act lays down the procedure for registration of trade unions of Workmen and employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(D) The Customs and Security Requirements

The Contract shall comply with all regulations for the time being imposed by the Customs and port Security Authorities in respect of the passage of plant, vehicles, materials and personnel through custom barriers.

(E) Licenses

The successful Bidder should comply statutory instruction of contract labour & will be required to produce to the satisfaction of the Engineer a valid contract labour license issued in his favour under the provision of the Contract Labour License (Regulation and Abolition) 1970, before starting the Work. On failure to do so, the acceptance of the tender is liable to be withdrawn and also the earnest money is liable to be forfeited.

(F) The Apprentices Act 1961

The Contractor shall comply with the provision of the Apprentice Act, 1961, and the rules and orders issued there under from time to time. The contractor shall during the term of this agreement maintain as a part of his organisation a system of

apprenticeship for training craftsmen as may be approved by the Engineer. The apprentices are to be engaged and trained in the building craft/trades. The number of apprentices to be engaged shall be decided and got approved from the office of the Director of Technical Education and State Apprenticeship Advisor, Maharashtra State, Dhobi Talao, Bombay –400 001. Failure on the part of the contractor to observe the stipulation of these conditions shall be deemed to be failure to employ a sufficient number of proper and efficient Workmen and all the rights and remedies of the Commissioner therein provided including the power to determine the contract shall be applicable in such case. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

3. LINE OUT

The Contractor shall carry out the marking of the centerline of the road, closed box type subways and various other components and complete the lining out the work in the presence of the representative of the Corporation, AMC. The Contractors shall be responsible for accuracy of the same. The Contractor shall construct required masonry and concrete pillars for marking of proper lines and levels with precision “Total Station “ instrument and establish locations of piers, abutments and bench marks etc. as directed. The Contractor shall make available at site the “Total Station” instrument for full time from starting till completion of the work. The Contractor shall employ a qualified Engineer for the line out of the project and for complete survey work before taking up the work in hand and till completion of the work. The Total station shall be kept in custody of Engineer in charge. The contractor shall carry out the detail topographical survey showing all existing structures. The L-section and cross section of the road shall be submitted for approval.

4. PROGRAMME AND PROGRESS SCHEDULE

A broad mile stone oriented programme, in the form of Bar chart, is given in the Tender Document. This Bar Chart takes into consideration the priority of works, desired by AMC, as well as the programme felt necessary to complete the work. The Contractor shall submit his own programme with the tender, in the form of Bar Chart, indicating critical activities and PERT programme including phase wise deployment of man and machinery, power, cash flow etc. in Envelope No. I. This programme shall, nowhere, be less than the programme proposed by AMC. The program may be submitted in general Bar Chart format at the tender stage. The successful bidder shall submit the detailed program in Bar Chart format based on latest software like Primavera/MS Project and

taking into account the available resources and allocation etc within 15 days of issue of Letter of Intent by AMC. Simultaneous with the execution of the Contract Agreement, the Contractor shall submit to the Engineer-in-Charge his item-wise monthly programme, which shall be program based on latest software like primavera / Microsoft projects & taking into account resource allocations, nothing but detailing of the programme/Bar Chart submitted during the Tender. The programme shall also provide the information as to required approvals to methodology, drawing, samples, materials, equipments & their time of submissions to the Corporation. The adequate commissioning & trial run period shall be incorporated in the programme/Bar Chart. The progress report shall be submitted by the Contractor vis-à-vis programme every month. The project team of the Contractor shall be so motivated to know the balance work at the end of each week & the rate required in the balance period to complete the work & therefore, shall endeavor to complete the task assigned for each week timely. In case, where the updated & revised schedule is required, the same shall be submitted to the owner for approval.

The programme shall indicate and give details of physical and financial implication including men, materials and machinery requirements. In case the progress is less than the stipulated progress, Contractor shall increase the resources i.e. machinery and labour to achieve the targeted progress at no extra cost.

5. INTENT AND INTERPRETATION OF CONTRACT DOCUMENTS

5.1 The contract documents are complementary and what is called for by one is as binding as if called for by all. Any work that may be reasonably inferred from the drawings or specifications as being required to produce the intended result shall be provided by the Contractor whether or not it is specifically called for.

The Contractor shall furnish and pay for all labour, supervision, materials, equipment, transportation, construction, equipment and machinery tools, appliances, water, fuel, power, energy, light, heat, utilities, telephone, storage, protections, safety provisions, and all other facilities, services and incidentals of any nature whatsoever necessary for the satisfactory and acceptable execution, testing, initial operation (two months) and completion of the work in accordance with the contract documents, ready for use and operation by the owner. The cost of all these arrangements shall be deemed to be included in the contract offer and no separate payment shall be admissible therefore.

5.2 Interpretations

Written clarifications or interpretations necessary for the proper execution or progress of the work, in the form of drawings or otherwise, will be issued with reasonable

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promptness by the Engineer and in accordance with any schedule agreed upon. Such clarifications or interpretations shall be consistent with or reasonably inferable from the intent of the contract documents and shall become a part thereof. Where, there is a discrepancy between the drawings and the specifications, the Contractor shall obtain the Engineer's interpretation, which shall be binding on the Contractor.

5.3 Drawings

The contract drawings (G.A.D) provided is for tendering purpose only. This tender document shall be used for reference and guidance only. Figured dimensions on drawings shall only be followed and detailed drawings shall govern over general drawings. The structural drawings for execution will be supplied by the Engineer-in-Charge in duplicate progressively. The Contractor shall keep approved set of drawings at site of work and copies of the approved drawings shall be made available to AMC engineer or his representative for checking record etc.

5.3.1 Signed Drawings

Signed drawings alone shall not be deemed to be in order for work unless it is entered in the agreement or schedule of drawings under proper attestation of the Contractor and the Engineer or unless it has been sent to the Contractor by the Engineer with a covering letter confirming that the drawing is an authority for work in the contract.

5.3.2 Technical Words

Work, materials or equipment described in works, which so applied, have a well-known trade or technical meaning shall be deemed to refer to such recognized meanings.

5.3.3 Mistakes in Drawings

The Contractor shall be responsible for any discrepancies, errors or omissions in the drawings and other particulars, supplied by him, whether such drawings and particulars have been approved by the Engineer or not, provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished in writing to the Contractor by the Engineer.

5.3.4 The work specified in this contract shall include all general work, preparatory to the construction of said road like constructing temporary approach roads etc. & any kind of work necessary for the due & satisfactory construction and completion of the captioned road.

5.3.5 Contractor shall appoint an experienced structural Engineer for preparing the design of centering and various formworks and getting it approved from Engineer in Charge. He shall also prepare design of shoring and strutting etc. required for excavation work. The work of centering and formwork, shoring and strutting shall be done under supervision of

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the structural Engineer of the Contractor and get it approved from the Engineer. The cost of such engineer is incidental to work and deemed to be included in the rate. No claim in this regard shall be paid by employer.

5.3.6 On the basis of all Drawings relating to the Work the Contractor shall prepare As Built drawings using the computing software AutoCAD to record the precise details of the Work complete A Copy of the AutoCAD Drawings shall be provided to the Engineer on a monthly basis for approval and to record all details relating to progress and developments. The final copy of the AutoCAD Drawings shall be provided at time of issue of the Statement of Completion.

6. LAND, CONDITIONS AND LAYOUT

6.1 No land is available with the AMC to be given to Contractor for his establishment. The Contractor has to make his own arrangements. The Contractor shall obtain consent from property owners, make all arrangement and pay all costs for the land, areas of access and right of way without any liability to the AMC. The owner will furnish and pay for the land, easements and right of way for the land required for the road work.

6.2 Sub-Surface Conditions

The Contractor shall promptly notify the owner in writing of any surface or latent physical conditions at the site differing materially from those indicated in the contract documents or of any unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in constructions of the character provided for in the contract documents. The Engineer will investigate those conditions and obtain such additional tests and surveys, as he may deem necessary. If the Engineer finds that the conditions differ significantly from those indicated in the contract documents or from those inherent in the construction, a variation order may be issued to incorporate the necessary revisions unless otherwise provided in the contract documents. Contractor shall satisfy himself about strata conditions before submission of detailed proposal and methodology of construction.

6.3 Line out of the Work

6.3.1 Surveys and Measurements

The Contractor shall provide free of charge all labour and material required & total station equipment for lining out, surveying, inspection decided by the Engineers as considered necessary for the proper and systematic execution of the work. The Department will only show the changed points on the alignment of road. It will be the responsibility of the Contractor to correctly align the road straight between points

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including setting out curves by total station equipment though the Department will render necessary assistance. Likewise, only one Bench Mark with definite value of R.L. will be shown to Contractor who shall have to provide for a network of temporary benchmark all along the road and near C.D. Works for executing the work. The Contractor shall be responsible for the provision, accuracy and maintenance of such temporary Bench Mark. He shall be responsible for the correctness of the position, levels, dimensions & alignments of all parts of the works & provision of necessary instruments & labour in connection with it, suitably pointed bamboo or wooden stack shall be provided at his cost and firmly fixed at every 50 meters on both sides of embankment to indicate final as well as intermediate height of the embankment. Any errors in position levels, dimensions & all alignment etc. shall be rectified by Contractor at his expenses. The checking or inspection of any setting out of any line or level or work by Engineer or his representative shall not in any way relieve the Contractor of his responsibility or correctness thereof. The Contractor shall carefully protect and preserve all Bench Marks, site rails, pegs and stones etc used in setting out the works. Marking out the centerlines of C.D. Works necessary approaches etc. shall be done by the Contractor at his own cost as directed by the Engineer.

6.3.2 Contractor's Verification

The Contractor will establish at the work site temporary bench marks (TBM) as per requirement & as directed by Engineer-in-Charge & connect it to a permanent B.M. available in the area with known value. The Contractor will then carry out necessary surveys & leveling, covering his work, in verification of the survey data on the working drawings furnished by the Engineer and he will be responsible for establishing the correct lines and levels and verification of the lines and level furnished on the working drawings. If any error has erupted in the work due to non-observance of this clause, the Contractor will be responsible for the error and bear the cost of corrective work.

6.3.3 Site Office, Laboratory & Facility to Field Staff

The Contractor shall provide a separate & independent main site office of Semi-permanent type structure with attached toilet & bathroom arrangement for consultants & AMC staff, as well as laboratory for material testing, along with furniture & electric fittings as required, during the contract duration at one of the location as directed by Engineer-in-Charge. The space for the same shall be provided by AMC. Contractor shall maintain the structure during construction period inclusive of payment of electric & telephone (Landline) bills, security & daily upkeep of the premises. The designs and drawings shall be approved by Engineer-in-

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Charge/Engineer. The area should be minimum 20Sqm for site office of AMC etc. The list of furniture & gadgets for the main site office is listed below. In addition to the above facility Contractor shall provide equipment as mentioned below for conducting routine Quality Control tests at each ongoing work site. The list of equipment at the main site laboratory is provided below. The Contractor has to provide, maintain the facilities in good condition. The cost of providing & maintaining these facilities is incidental to work and deemed to have included in the offer given by the Contractor, failing which non-refundable penalty of Rs. 1500/- (Rupees Fifteen hundred only) per day will be imposed on Contractor. After completion Contractor should demolish site office and remove furniture, fittings &etc as per direction of engineer.

The Bidder shall provide following facilities to AMC for co-ordination and effective management of Project for entire period of Contract.

(i) Site Office:

The Bidder will construct site office at the location suggested by the Engineer as per following specifications:

- a) Minimum 1000 Sq feet air-cooled Office with a Toilet Block for Engineer's representative with necessary furniture (3 Tables, 9 Chairs, 2 Cupboard, etc.)
- b) 350 Sq feet Office with a Toilet Block for the use of the Bidder along with necessary furniture

(ii) Computer Facilities:

Item of work	Work
Personal Computer	02 No: core i5 or latest Version & Configuration, with the latest microprocessors, 500 GB HD 02 nos, 4 gb RAM, DVD CD ROM, CD writer ROM additional, 19" colour monitor, 1500 w speaker system with internet connection etc. As per approved
Printer	01 No: HP or equivalent- All in one- A3 size Xerox, Scanner, Fax, Printer, Laser Mode.

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The above computer and printer shall be handed over to AMC as initial stages of work for AMC's use.

(iii) Landline Phones:

The Bidder shall supply 1 Nos. Landline Phones of standard make. One is for Fax & other for main line at Site Office. The Bidder shall punctually pay the deposit, monthly bills and other charges payable in respect of these phones.

(iv) Vehicles:

The Bidder shall provide two number of new air-conditioned Vehicle with driver inclusive of fuel and maintenance to AMC and consultant each till the end of defect liability period. Vehicle must be in very good condition and to the satisfaction of the Engineer's representative. Necessary fuel/oil/driver/maintenance etc. will have to be borne by the contractor. During the course of the contract in case the contractor does not provide the vehicle then employer will engage the vehicle and the actual charges incurred by him will be recovered from the contractor's bill.

6.3.4 Laboratory & Related Requirement

The Contractor shall provide and maintain adequately equipped laboratory (at main site office location) as required for control on the quality of materials and the works. It shall have 20Sqm area and shall be located and equipped as directed by the Engineer in charge. It shall be provided with amenities like water supply, electrical supply etc. In addition to this main laboratory, basic test equipment as mentioned in list below for carrying out routine tests shall be provided by Contractor at each ongoing site location.

The Contractor shall engage a well experienced Lab-in-charge (bio-data to be approved by Engineer-in-charge) for conducting day-to-day test as per B.I.S. specifications at the main laboratory and also at each ongoing site location. All necessary codes shall be kept in the main laboratory. These provisions shall be incidental to work & no separate payment will be made by AMC. After completion Contractor should demolish laboratory structure and remove all the equipment's as per directions of engineer.

List of Equipment's required for Laboratory at main site office location are given below

Sr. No	Description	Unit	Specification	Quantity
	Main laboratory at SITE OFFICE			

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Sr. No	Description	Unit	Specification	Quantity
1	A) General Equipment			
2	Balance ordinary, 10 Kg with weights	Nos.		1
3	Balance ordinary, 20 Kg with weights	Nos.		1
4	Electronic Balance 5Kg	Nos.		1
5	Set of IS sieve	Nos.		
6	GI Sieve, 450mm Dia. Set of 20 Sieves	Nos.		1
7	Brass Sieves, 200mm Dia Set of 10 Sieves	Nos.		1
8	First aid box	Nos.		1
9	Oven	Nos.		1
10	Speedy moisture meter	Nos.		1
11	Core cutter apparatus with dolly & rammer	Nos.		1
12	Specific gravity - pycnometer 1 liter capacity	Nos.		1
13	Specific gravity - 50ml Bottle	Nos.		1
14	D) For Cement and Cement Concrete			
15	Slump testing apparatus and Air Meter	Nos.		2
16	Needle vibrator 40mm	Nos.		3
17	Concrete cube moulds.150 x 150 x 150	Nos.		18
18	Mortar cube moulds 50 Sqcm.	Nos.		3

The above listed equipment conforming to relevant I. S. Specifications are required to be supplied by the Contractor and installed at the main site office laboratory and provided on individual ongoing site. The field laboratory shall be manned by the adequately qualified technical staff. The field laboratory shall be provided with amenities like water supply, electric supply etc. The cost of the equipment and also the salaries of the personnel manning the laboratory shall be considered, as incidental to the work and no separate payment will be made for the same to the Contractor. The Contractor has to setup and establish the main site laboratory within 3 weeks from the date of work order, failing which non-refundable penalty of Rs. 5000/- per day will be imposed on Contractor till one month and thereafter tender will be cancelled.

- (i) All materials to be used on work shall be got approved in advance from the Engineer-in-charge & shall pass the test and or analysis required by him, which will be:

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- (a) As specified in the specification for the items concerned and or as specified by the Engineer In charge and Specifications.
 - (b) BIS Specifications (whichever and wherever applicable) or
 - (c) Such recognized specifications accepted to Engineer-in-Charge as equivalent thereto or in absence of such recognized specifications.
 - (d) Such requirement test and or analysis as may be specified by the Engineer-in-Charge in order of precedence given above.
- (ii) The Contractor shall at his risk and cost make all arrangement and/or shall provide for all such facilities as the Engineer-in-Charge may require for collecting preparing required number of samples for tests or for analysis at such time and to such place or places may be directed by the Engineer and bear all charges and cost or testing. Such samples shall also be deposited with the Engineer-in-Charge or preserved at site laboratory.
- (iii) The Contractor shall if and when required submit at his cost the samples of materials to be tested or analysis and if, so directed shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and the materials, finally accepted by the Engineer-in-charge.
- (iv) The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of & as a result of testing of the materials.
- (v) The contractor shall send at least 5% of the material testing sample to Government laboratory at his own cost. Cost of routine day-to-day quality control testing charges for tests required as per specifications will be borne by Contractor by sending the same to the concerned laboratories or by establishing laboratory at site. The cost required for inspection including conveyance of engineers shall be borne by the Contractor, the cost of which is deemed to be included in the price bid.

However the cost of testing of material as directed by Engineer-in-Charge for approving a particular material as laid down above will have to be borne by the Contractor. If in the opinion of the engineer/Engineer-In-Charge, any additional field or laboratory test is important for fulfilling engineering criteria / for determination of suitability and same is required to be conducted from in-house or outside laboratory, the cost of such test shall be borne by the Contractor and deemed to have been included in the offer given by the Contractor.

7. SECURITY DEPOSIT AND INDEMNITY BOND:

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7.1 Security Deposit

The total Security Deposit shall be 5% of the cost put to tender as per Sr. No.8 of the Detailed Tender Notice. The security deposit shall be released as follows: Security Deposit shall be returned only after issuance of Completion Certificate by Engineer in charge / Consultant for the project. The schedule for returning the Security Deposit shall be as specified hereunder.

- a. The return of SD shall be 2% after completion of project (after issuance of Completion Certificate) of the work as specified in Detailed Tender Notice.
- b. The SD at the rate of 1.0 %, 1.0 % & 1.0 % (of contract sum) shall be released starting from year 8, 9 & 10 after issuance of Completion Certificate and successful completion of operation and maintenance of the STP & SPS as specified in Detailed Tender Notice.

If during any period the contractor fails to complete the operation and maintenance of the work as specified in the Detailed Tender Notice, the cost of this work shall be deducted from the balance SD payable to the contractor.

7.2 Loss or Damage Indemnity Bond

The Contractor shall be responsible during the progress as well as during maintenance period for any liability imposed by law for any damage to the work or any part thereof or to any of the materials or other things used in performing the work or for injury to any person or persons or for any property damaged in or outside the work limit. The Contractor shall indemnify and hold the owner and the Engineer harmless against any and all liability, claims, loss or injury, including costs, expenses, and attorney's fees incurred in the defense of same, arising from any allegation/litigation, whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or from any material used in the work or from any condition of the work or work site, or from any cause whatsoever during the progress, maintenance of the work & during defect liability period.

8. SUPERVISION AND SUPERINTENDENCE

8.1 Contractor's Supervision

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of construction. The Contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents, & such instructions & variation orders as the Engineer may issue during the progress of the works.

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8.2 Resident Engineer

The Contractor shall keep on the work at all times during its progress a competent Resident Engineer to the satisfaction of AMC, who shall not be replaced without ten (10) days written notice to the Engineer except under extra-ordinary circumstances. The Resident Engineer agent shall be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications, instructions and directions given to the agent shall be binding as if given to the Contractor by the Engineer not otherwise required to be in writing will be given or confirmed in writing upon request of the Contractor. The Resident Engineer shall be experienced and shall have executed similar type of work. Resident Engineer shall be B.E. and have experience of Civil Engineering work for 15 years out of which 10 years shall be in Waste Water Works (STP/ETP).

9. CARE AND USE OF SITE

The Contractor shall not commence operations on land allotted for work except without prior approval of the Engineer. If these lands are not adequate the Contractor may have to make his own arrangements for additional lands required for his use. The Contractor shall not demolish, remove or alter any of the structures, trees or other facilities on the site without prior approval of the Engineer. All the area of Contractor's operations shall be cleared before returning the same to the Engineer.

10. OVERLOADING

No part of the work or new & existing structures, scaffolding, shoring, sheeting, construction machinery and equipment, or other permanent & temporary facilities shall be loaded more than its capacity. The Contractor shall bear the cost of correcting damage caused by loading or abnormal stresses or pressures.

11. USE OF EXPLOSIVES

With prior written approval from competent authority Blasting is permitted on this work.

12. MANUFACTURER'S INSTRUCTIONS

The Contractor shall compare the requirements of the various manufacturers' instructions with requirements of the contract documents, shall promptly notify to the Engineer in writing of any difference between such requirements and shall not proceed with any of the works affected by such difference until an interpretation or clarification is issued pursuant to article. The Contractor shall bear all costs for any error in the work resulting from his failure to the various requirements and notify the owner of any such difference.

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13. PROTECTION

The Contractor shall note that traffic will be playing on adjoining slip roads during construction and special precautions are required to be taken. The Contractor shall take all precautions and furnish and maintain protection to prevent damage, injury or loss to other persons who may be affected thereby, all the works and all materials and equipment to be incorporated therein whether in storage on or off the site, under the care, custody or control of the Contractor or any of his sub-Contractors and other improvements and property at the site or where work is to be performed including building, trees and plants, pole lines, fences, guard rails, guide posts, culvert & project markers, sign structures, conduits, pipelines & improvements within or adjacent to streets, right-of-way, or easements, except those items required to be removed by the Contractor in the contract documents. The Contractor's protection shall include all the safety precautions and other necessary forms of protection, and the notification of the owners of utilities and adjacent property.

The Contractor shall protect adjoining site against structural, decorative and other damages that could be caused by the execution of works and make good at his cost any such damages that could be caused by the execution of works and make good at his cost any such damages within reasonable time. Contractor shall take necessary insurance policy to cover the risk of accident and loss to work, or any other persons or properties and indemnify the employer.

14. UTILITIES AND SUB-STRUCTURES

The Contractor has to carry out shifting of utilities and services as per direction of engineer. If any utility of service is found not covered under BOQ, the Contractor has to carry out the work as per direction of Engineer including necessary co-ordination with concerned services provider, payment for the same will be made as per provision in this contract. AMC will assist him in the matter. Some of the utilities to be shifted are included in the Schedule-B. Some of utilities are unknown, with permission of AMC & user department, Contractor may be asked to remove the services at accepted rate. The quantities of items pertaining to various utilities may increase or decrease. Contractor will not be paid any price variation for variation in quantities of the utilities.

15. WORKMEN

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and

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experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the Contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice to any other liability under the acts pay the Employee a sum as decided by the Engineer-in-Charge.

15.1 Work during Night or On Sundays and Holidays

Unless otherwise provided, none of the permanent works shall be carried out during night, Sunday or authorized holidays without permission in writing. However, when work is unavoidable or necessary for the safety of life, priority of works, the Contractor shall take necessary permission immediately & advice the Engineer accordingly.

15.2 Workmanship

15.2.1 The quality of workmanship produced by skilled knowledgeable and experienced workmen, machines and artisans shall be excellent. Particular attention shall be given to the strength, appearance and finish of exposed work. All concrete work shall be for finished.

15.2.2 Contractor shall appoint experienced structural engineer for preparing design and detailing of formwork, centering etc. and shoring and strutting etc. and supervise the work of preparation and providing formwork, centering, shoring strutting etc. All designs shall be got approved from the Engineer-in-charge. The structural engineer C.V. shall be got approved. Structural Engineers shall have experience of minimum 15 years and have carried out such work in the field and design office.

16. MATERIALS AND EQUIPMENT

All materials and equipment incorporated in the work shall be new and of best quality. Materials and equipment not covered by detailed requirements in the contract documents shall be of the best commercial quality suitable for the purpose intended and approved by the owner prior to use in the work. All materials shall be got tested from laboratory and got approved from Engineer-in-charge.

16.1 Optional Materials

Only one brand, kind or make of material and equipment shall be used for each

specific purpose through-out the works, notwithstanding that similar material or equipment of two or more manufacturers or proprietary items may be specified for the same purpose.

17. LAWS AND REGULATIONS:

a. Governing Law

The contract documents shall be governed by the laws and by-laws of India, the State of Maharashtra and the local bodies in this region.

b. Resolving the disputes:

In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Commissioner, AMC, shall be the final and binding.

18. PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the Contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The Contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax, octroi and other taxes Govt. Royalties and any other levies required by law including all taxes. The Aurangabad Municipal Corporation authorities will not take any responsibility of refund of such taxes/fees and in case of disputes between taxing authority and the Contractor, the AMC and its officers shall be indemnified by the Contractor. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

19. BURIED AND CONCEALED WORK

The Contractor shall help in recording the precise location of all piping, conduits, ducts cables and any other work that is buried, embedded in earth or concrete or masonry, or concealed in wood or metal frame walls and structures at the time such work is installed and prior to concealment. If the Contractor should cover or bury such work before such recording takes place, he shall uncover the unrecorded work to the extent required by the Engineer and shall satisfactorily restore and reconstruct the removed work with no change in the contract price or the contract time without any extra cost to AMC.

20. INSPECTION

i) The Contractor shall inform the Engineer in writing when any portion of the work is

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ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-Charge shall have certified in writing to that effect. No approval of materials or workmanship or approval of part of the work during the progress of execution shall bind the Engineer or in any way affect him even to reject the work which is alleged to be completed and to suspend the issue of his certificate of completion until such alternations and modifications or reconstruction have been affected at the cost of the Contractor as shall enable him to certify that the work has been completed to his satisfaction.

- ii) The Contractor shall provide at his cost necessary ladders and such arrangement as to provide necessary facilities and assistance for proper inspection of all parts of the work at his own cost.
- iii) The Contractor after completion of work shall have to clean the site of all debris and remove all unused materials other than those supplied by the Department and all plant and machinery, equipment, tools etc. belonging to him within one month from the date of completion of the work, or otherwise the same shall be removed by the Department at his cost and Contractor shall not be entitled for payment of any compensation for the same.

21. SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

21.1 Contractor's Responsibility for Safety

The Contractor shall be solely responsible notwithstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and programmes, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours. On the occurrence of an accident arising out of the works which result in death or which is so serious as to be likely to result in death, the Contractor shall within one hour of such accident intimate in writing to the Engineer the facts stating clearly and with sufficient details the circumstances of such accidents and subsequent action taken by him. The matter should also to be reported to the local police station immediately. All other accidents on the works involving injuries to the

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persons or property other than that of the Contractor shall be promptly reported to the Engineer clearly and with sufficient details the facts of such accidents and the action taken by the Contractor.

The Contractor shall submit the following within 15 days of receipt of Work Order and get approved from Engineer - in Charge. Failing to do so, a fine of Rs. 5000/- (Rupees Five Thousand) per day shall be imposed on the Contractor.

- a) Traffic Safety Plan
- b) Labour Safety Plan
- c) Pedestrian Safety Plan.

21.2 The Contractor shall, throughout the execution and completion of the works and the remedying of any defects therein:

- a) Have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his control) and the works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons.
- b) Provide barricading for the work site as per the drawings and specifications provided in Volume II. Provide and maintain at this own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the works or for the safety and convenience of the public or others, and
- c) Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

21.3 Care of Works

The Contractor shall take full responsibility for the care of the works and material & plant for in Corporation therein from the commencement date until the date of issue of the Taking-Over Certificate for the whole works when the responsibility for the said care shall pass to the Employer provided that:

If the Engineer issues a Taking-Over Certificate for any Section or part of the Permanent Works the Contractor shall cease to be liable for the care of that section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, &The Contractor shall take full responsibility for the care of any outstanding works and material and plant for in Corporation therein which he undertakes to finish

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during the Defects Liability Period until such outstanding Works have been completed. If any loss or damage happens to the works, or any part thereof, or materials or plant for in Corporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the excepted risk, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Engineer. The Contractor shall also be liable for any loss or damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under this agreement and during defect liability period.

The Contractor shall, without limiting his or the Employer's obligation and responsibilities under Clause - 21.3 ensure -

- a) The works, together with materials and plant for in Corporation therein, to the full replacement cost (the term "cost" in this context shall include profit).
- b) An additional sum of 15 per cent of such replacement cost, to cover any additional costs
- c) of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the works and of removing debris of whatsoever nature, and

The Contractor's Equipment and other, things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site,

21.4 Scope of Cover

The insurance in paragraphs (a) and (b) of Clause - 21.3 shall be in the joint names of the Contractor and the Employer and shall cover;

- a) The Employer and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in Clause - 21.6, from the start of work at the Site until the date of issue of the relevant Taking-Over Certificate in respect of the Works or any Section or part thereof as the case may be, and

- b) The Contractor for his liability

During the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and

For loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under this agreement and during defect liability period.

Responsibility for amount not recovered

Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with their responsibilities under Clause - 21.3.

21.5 Exclusions

There shall be no obligation for the insurance in to include loss or damage cause by (accepted risk) War, hostilities (weather was be declared or not), invasion, act of foreign enemies, Rebellion, revolution, insurrection, or military or usurped power, or civil war, ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or Pressure waves cause by aircraft or other aerial devices traveling at sonic or supersonic speeds. Damage to persons and properties

The Contractor shall, indemnify the Employer against all losses and claims in respect of:

- a) Death of or injury to any person, or
- b) Loss of or damage any property (other than the works).

Which may arise out of or in consequence of the execution and completion of the works & the remedying of nay defects therein & against shall claims, proceedings, damages, costs, charges & expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Clause-21.2?

21.6 Third party insurance including employers property

The Contractor shall, without limiting his or the Employer's obligations and responsibility under Clause -21.7, insure, in the joint names of the Contactor and the Employer, against liabilities for death of or injury to any person (other than the works) arising out of the performance of the Contract.

21.7 Cross liability

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer &AMC as separately insured.

21.8 Accident or injury to work man

The employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Sub- Contractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall

indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

21.9 Insurance against accident to work man

The Contractor shall insure against such liabilities and shall continue such insurance during the whole of the time that any persons are employed by him on the works, provided that in respect of any persons employed by any Sub-Contractor, the Contractor's obligations to insure as aforesaid under this sub-clause shall be satisfied if the Sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Employer & AMC are indemnified under the policy, but the Contractor shall require such Sub-Contractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

21.10 Evidence and Terms of Insurance

The Contractor shall provide evidence to the Employer prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Employer, the Contractor shall notify the Engineer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurances for which he is responsible with insures and in terms approved by the Employer.

21.11 Adequacy of Insurance

The Contractor shall notify the insurers of charges in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.

21.12 Remedy on Contractor's failure to insurance

If the Contractor fails to effect and keep in force any of the insurance required under the Contract, or fails to provide the policies to the Employer within the period required by clause - 21.16 then and in any such case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose due or to become due to the Contractor, or recover the

same as a debt due from the Contractor.

21.13 Compliance with policy conditions

In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the Contract shall indemnify the employer &AMC all losses and claims arising from such failure.

21.14 Compliance with Statutes, regulations

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- a) Any National or State Statute, Ordinance, or other law, or any regulations, or bye-law of local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and
- b) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the works to proceed and shall indemnify the Contractor in accordance with relevant clause.

21.15 In all cases, the Contractor shall indemnify the Engineer against all losses or damages, resulting directly from the Contractor's failure to report in the manner aforesaid. This includes the penalties or fines, if any, payable by the owner as a consequence of failure to give notice under Workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accidents.

21.16 In the event of an accident in respect of which compensation may become payable by the Contractor, such sum of money as may, in the opinion of the Engineer, be sufficient to meet such liability will be kept in deposit. On the receipt of award from the Labour Commissioner in regard to the quantum of compensation, the difference in the amount will be adjusted.

The Contractor shall take a Contractors All Risk Insurance Policy (CAR) for the works and keep it in force throughout the work period. The CAR policy shall also cover accident that may occur to the vehicle plying on the adjoining bridge / approach road, cross road and slip roads etc.

22. WARNINGS AND BARRICADES

The Contractor shall provide and maintain Wooden Ballies / G.I. sheet, barricades,

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guards, guard rails, temporary bridges and walkways, watchmen, headlights and danger signals illuminated from sunset to sunrise and all other necessary appliances such as blinkers, signals, red light and safeguards to protect the work, life, property, the public, excavations, equipment and materials. Barricades shall be substantial construction and shall be painted such as to increase their visibility at night. For any accident arising out of the neglect of above instructions, the Contractor shall be bound to bear the expenses of defense of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to neglect of the above precautions & to pay all damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid in compromising any claim by any such person.

23. ENGINEER'S STATUS DURING CONSTRUCTION AND AUTHORITY OF THE ENGINEER:

The Engineer shall have the authority to enforce compliance with the contract documents. On all questions relating to quantities, the acceptability of materials, equipment, or works, the adequacy of the performance of the work and the interpretation of the drawings and specifications, the decision of the Engineer shall be final and binding and shall be precedent to any condition under the contract agreement unless otherwise provided in the contract documents. The Engineer shall have the authority to stop / suspend the work or any part thereof as may be necessary to ensure the proper execution of the work, disapprove or reject the works which is defective, to require the uncovering and inspection or testing of the works to require re-examination of the works, to issue interpretations and clarifications, to order changes or alterations in the works, and other authority as provided elsewhere in the contract documents.

The Engineer shall not be liable for the results of any ruling, interpretation or decision rendered, or request, demand, instruction, or order issued by him in good faith. The Contractor shall promptly comply with requests, demands, instructions and order from the Engineer. The whole of the works shall be under the directions of the Engineer, whose decision shall be final, conclusive & binding on all parties to the contract, on all questions relating to the construction & meaning of plans, working drawings, sections & specifications connected with the work. The Engineer shall have the power & authority from time to time & at all times make and issue such further instructions and directions as may appear to him necessary or proper for the guidance of the Contractor and the good and sufficient execution of the works according to the terms of

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specifications and the Contractor shall receive, execute, obey and be bound by the same according to the true intent and meaning thereof; fully and effectually. Engineer may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any works or any portion of works executed or partially executed, to be removed, changed or altered and if needful, may order that other works shall be substituted instead thereof and the difference of expenses occasioned by any such diminution or alteration so ordered and directed shall be deducted from or added to the amount of this contract.

In case the progress of the Contractor is found to be less than the programme given by him at any point of time and if the Engineer is convinced that the balance work cannot be executed within the balance period of time by the Contractor, a notice of 30 days will be issued to improve the progress. In case there is no improvement a further notice of seven days will be given and thereafter a part or whole of the work will be withdrawn from the Contractor and will be got done at the risk and cost of the Contractor. The right of Engineer in this respect shall be unquestionable. On expiry of the seven days' notice, as above, the Contractor shall remove his materials, men, equipment's, plant and management from the site, within seven days so that the new agency can take over immediately. Failing to this, the Corporation will remove the aforesaid things at the risk and cost of the Contractor.

Sub Clause 24.1 – Engineer's Duties & Authority

The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with Clauses mentioned in tenders

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contractor Price, in respect of such instruction in accordance with Clause 47 and shall notify the Contractor accordingly, with a copy to the Employer.

The Engineer's Representative shall obtain prior approval in respect of:

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a)	Approving subletting of the work from	From AMC
b)	Granting claims to	---- Do ----
c)	Ordering suspension of the work from	---- Do ----
d)	Determining an extension of time from	---- Do ----
e)	Waiving off the penalty and arranging the repayment of compensation for delay from	---- Do ----
f)	Issuing of Variation Order from	---- Do ----
g)	Ordering any work / test beyond the scope of the Contract from	---- Do ----
h)	Determining rates for the extra items / extra work from	---- Do ----
i)	Any variations in the contract condition from	---- Do ----
j)	Approval to designs and working drawings	---- Do ----

24. DUTIES OF ENGINEER'S REPRESENTATIVE

The duties of the representative of the Engineer are to check, inspect and supervise the work and to get testing of any materials to be used or workmanship employed in connection with the works. He shall furnish the drawings and information to the Contractor, approve the Contractor's drawings recommend and approve the interim certificates and taking over certificates after thorough checking and inspection and recommend extra work required and extension of time.

Approval for or acceptance of any work or material or failure to disapprove any work or material by the representative of the Engineer shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order removal or modification thereof. If the Contractor shall be dissatisfied with any decision of the representative of the Engineer, he shall be entitled to refer the matter to the Engineer,

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who shall thereupon confirm, reverse or vary such decision.

25. DEFECTS AND RECTIFICATION

For period specified as the "Defect Liability Period" for the work from the date of issuance of the completion certificate in accordance with para "Final Inspection and Acceptance" Contractor shall remain liable for any of the works or parts thereof or equipment and fittings supplied which in the opinion of the Engineer fail to comply with the requirements of the contract or are in any way unsatisfactory or defective.

To the extent that the works and each part thereof shall at or as soon as practicable after the expiry of the above period be taken over by the Engineer in the condition required by the contract to the satisfaction of the Engineer. The Contractor shall finish the work (if any) outstanding at the date of completion as soon as may be practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects imperfections, shrinkages or other faults as may during the period of maintenance or after its expiry be required of the Contractor in writing by the Engineer as a result of an inspection made by or on behalf of the Engineer prior to the expiry of the period. All such work shall be carried out by the Contractor at his own expenses if the necessity thereof shall in the opinion of the Engineer be due to the use of materials or to the neglect or failure on the part of the Contractor to comply with any obligation expressed or implied on the Contractor's part under the contract. If the Contractor fails to do any such work as entitled to carry out such work in which the Contractor should have carried out at the Contractor's own cost, the Engineer shall be entitled to recover from the Contractor the cost thereof or may deduct the same from the moneys that become due to the Contractor. Notwithstanding the aforesaid, if the Contractor remains in default, one calendar month after the Engineer has given written instructions in writing, the Security Deposit shall become payable to the Aurangabad Municipal Corporation who will deduct the cost plus overhead expenses of such works as have been necessary to rectify the Contractor's default and the balance, if any, shall be disbursed. The Contractor shall submit the operation and maintenance manual for the fruitful operation of the works. The Contractor will have a liberty to visit the operating works during the defect liability period and satisfy himself about the on-going operations in case he do not visit & a defect is observed then the Engineer's opinion shall be final & binding as to the application of defect liability.

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The Contractor shall operate & maintain the work for a period as specified in Contract document, after the completion of Work without any extra cost to corporation irrespective of the designs, standards and specifications etc. Defective Work is liable to be rejected at any stage. The Contractor on no account can refuse to rectify defects merely on reasons that further Work has been carried out. No extra payments shall be made for such rectification.

26. RIGHT TO WITHHOLD

The Engineer may refuse to approve to any payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved and paid to such extent as may be necessary in the opinion of the Engineer to protect him from loss because (a) The work is defective, (b) Third party claims have been filed or there is reasonable evidence indicating probable filing of such claims, (c) of the Contractor's failure to make payment properly to sub-Contractors or for labour, materials or equipment, (d) of damage to another Contractor, or to the property of other caused by the Contractor, (e) of reasonable doubt that the work cannot be completed for the unpaid balance of the contract price, (f) of reasonable indication that the work will not be completed within the contract time, (g) of the Contractor's neglect or unsatisfactory prosecution of the work including failure to clean up. Once the reasons that enable or require the Engineer to withhold such payments are removed, payment will be made for amounts withheld because of them to the extent the Contractor is entitled to.

27. FINAL INSPECTION AND ACCEPTANCE

Upon written notice from the Contractor, that the entire work required by the contract documents is complete and that all submittals required by him are made, and after the Contractor has delivered the bonds, certificates of inspection, guarantees, warranties, releases and other documents, as required by the contract documents or by law, the Engineer will make a final inspection, and he will notify the Contractor in writing of any particulars in which this inspection reveals that the work is defective, and will also notify the Contractor in writing of any deficiencies in the submittals and the document required from him. The Contractor shall promptly make such corrections as are necessary to remedy all defects or deficiencies. After the Contractor has completed any such corrections to the satisfaction of the owner, the Engineer will issue a written completion certificate of the work and file any notice and completion required by law or otherwise.

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28. CONTINUING OBLIGATION OF THE CONTRACTOR

The Contractor's obligation to perform and complete the work in accordance with the contract documents is and shall be absolute. Neither the observation during construction and final inspection of the work by the Engineer, nor any payment to the Contractor under the Contract documents, nor any use or occupancy of the work or any part thereof by the Engineer, nor any act of acceptance of the defective work by the Engineer shall constitute acceptance of work not in accordance with the contract documents.

29. INCOME TAX AND WORK CONTRACT TAX

Income Tax and Work Contract Tax as applicable on gross value of each running account bill shall be deducted towards income tax and Work Contract Tax and a certificate to that extent shall be issued by AMC.

30. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of the acts of God and in particular unprecedented floods, volcanic eruptions, earthquake or other conclusion of nature and other acts such as, but not restricted to, invasion, act of foreign countries, hostilities or warlike operations before or after declaration of war, rebellion, military or unsurpassed power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person, such as Earthquake of magnitude more than for which the structures are designed.

31. RECORDS AND MEASUREMENTS

The Engineer, shall accept stated therein, determine by measurement the value in accordance with the contract of works done in accordance therewith. All items having a financial value shall be entered in a measurement book, level book, computerized systems etc. as prescribed by the Engineer so that a complete record is obtained of all work performed under the contract. Measurements shall be checked & confirmed by the Engineer or his authorized representative and by the Contractor or his authorized representative. Before taking measurement of any work the Engineer or the person deputed by him for the purpose shall give reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such notice or fails to countersign or record the objection within a week from the date of measurement, then in any such event measurements will be taken by the Engineer, or by the person deputed by him shall be taken to be correct measurements of the works

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and shall be binding on the Contractor. There shall be absolutely no doubt regarding measurements, the Contractor must know the departmental practices developed as per the manuals and standard specifications. The Contractor shall, without any extra charge, provide assistance with every appliance and other things necessary for measurements, such as leveling instruments (Auto setting), Total Station of approved make. The Total Station shall be made available by the Contractor from the beginning of the work till the completion of the work, along with tapes, staves, video cameras/camera, paints, brushes and required labour etc.

Measurements shall be signed and dated by both the parties each day (for taking measurement) on the site on completion of measurements. The Contractor shall take up still colour photographs and video graphs at intervals during the execution of works so that a history of development and each activity of the project is maintained.

Set of dated photographs and video graphs, in three copies of each photographs, shall be submitted to the Engineer-in-Charge every month. This generation of record shall provide the used methodology of working and highlight the quality of material and workmanship. The cost of the said work shall be borne by the Contractor. It shall be the property of the Corporation and shall not be used for campaigning, advertising without the permission of the Corporation.

The Contractor shall submit the following before any part of the work is started.

- i) All levels along the L-section & cross section as directed & duly verified by Engineer.
- ii) Methodology of construction for each part of work.
- iii) Bar bending schedules for each component of the work and get the same approved.
- iv) Detailed measurement of concrete & steel quantities shall be given on weekly basis.
- v) Detail measurement of excavation in each strata,
- vi) Test reports of materials to be used for each part of work in the prescribed format.

32. WRITTEN NOTICE

Written notice shall be deemed to have been duly served or delivered in person to the individual or member of the firm or to an officer of the Corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice. The notice on the Fax Message/E-Mail shall be deemed to have been duly served. The address given in the Contractor's tender on which all notices, letters & other communications to the Contractor shall be mailed or delivered, except that said address may be changed by the Contractor by notifying the owner in writing. This shall not preclude the service of any notice, letter or other communication upon the Contractor personally.

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33. USE OF COMPLETED PORTIONS

The owner shall have the right, upon written notice to the Contractor, to take possession or occupancy of, & use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired but such taking possession or occupancy and use shall not be deemed to waive of any requirement of the contract documents or a waiver or acceptance of any work not completed in accordance with the contract documents.

34. CLEANING UP

The Contractor shall at all times during the work keep the site and premises, adjoining property and public property free from accumulations of waste materials, rubbish, and other debris resulting from the works, and at the completion of the work shall remove all waste materials, rubbish and debris from and about the site and premises as well as all tools, construction equipment and machinery and surplus materials, and shall leave the site and premises, clean, tidy and ready for occupancy by the owner. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the contract documents paved ways, parking areas and roadways disturbed by the construction shall be redone by filling the excavation, if any, by sand compacted material and bringing it to its original shape as directed and approved by the Engineer. No waste material shall be buried or disposed off on the owner's property unless so approved in writing by the Engineer-in-Charge. Before the Contractor applies for final inspection and acceptance of the work, all items of work shall be complete, ready to operate, and in a clean condition as determined by the Engineer. All slip roads and adjoining area must be kept free of metal / sand and to that extent regular sweeping of the road shall be done by the Contractor at his cost.

35. OWNER'S RIGHT TO CLEAN UP

If the Contractor fails to satisfactorily clean up or if a dispute arises between the Contractors or in several Contractors as to their responsibility for cleaning up, the Engineer may get the same cleaned up and charge the cost thereof to the Contractor for his failure, as the Engineer shall determine to be just.

36. FOSSILS ETC

All fossils, coins, articles of value of antiquity and structures or other remains or things of geological or archaeological interest discovered on the site shall be deemed to be the property of the owner and the Contractor shall take reasonable precautions to prevent his

workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out at the expenses of the Engineer's order as to the disposal of the same.

37. LABOUR RULES

The Contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences.

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

38. STATUTORY INCREASE IN DUTIES, TAXES ETC

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc. including the tax leviable in respect of work contract under the provision of Maharashtra Sales Tax as transfer of property in goods involved in the execution of Work Contract Act 1985 and its further amendments (Maharashtra ACT XIX of 1985) to be paid by the Contractor.

Further AMC shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. as the same are inter-alia covered under the Price Variation Clause. At the time of quoting/bidding Contractor should bear the above fact in mind.

39. INSPECTION, TESTING FEES

As specified in clause No. 5.3.4

40. SITE TEST

The various works envisaged in the tender needs to be tested at site during/after completion of the individual work. This testing is to be done as per the standard procedure laid down in the relevant IRC / MORTH /B. I.S. or any other standard being followed. The detailed specification shall also be taken into consideration while carrying out the testing. The frequency and type of test on various material and

completed item shall be as per specifications.

41. IMPORT LICENSE AND PROCUREMENT OF IMPORTED MATERIALS

The Contractor shall quote for the indigenous equipment only, as far as possible for the work contracted. Foreign exchanges and import licenses, if any, required shall have to be arranged by the Contractor himself, independently. Delay in getting any material, will not be entertained for neither extension of time limit nor the risk of foreign exchange variation will be covered by the Corporation.

42. MACHINERY REQUIRED

All machinery required for erection / execution purposes such as concrete batching plant, hot-mix plant, excavator with rock breaker unit, cranes, trucks, etc. shall be arranged by the Contractor. Employer / P M C will not take any responsibility for providing such machinery even on rental basis. Execution of any item will be allowed only after the required machinery as directed by the Engineer- in -charge is made available in working condition.

43. DISCREPANCIES AND OMISSIONS

The tender drawings and specifications shall be considered as complimentary and explanatory, of each other and together shall form the technical requirements and stipulations of tender documents. Detailed drawings shall have preference over small-scale drawings. Similarly, detailed specifications shall have preference over general specifications. Should any discrepancy arise as to the meaning, intent or interpretation of any specification or drawing the decision of the Engineer- in-charge shall be final and binding on the Contractor.

44. PRICE VARIATION

If during the operative period of the contract as defined in condition (i) below, there shall be any variation in the Consumer Price Index (New Series) for Industrial workers for Aurangabad center as per the labours Gazette published by the Commissioner of Labour , Government of Maharashtra and / or in the wholesale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government of India , as compared to the respective figure therefore , on the date 30 days before the last date prescribed for the receipt of tender and/or in the Price of Petrol / Oil and Lubricants, and major construction materials like bitumen, cement, steel various types of metal pipes etc. then subject to the other conditions mentioned below, price adjustment on account of Labour component , Material component, Petrol, Oil And Lubricants then, subject to the other conditions mentioned below.

The Contractor will be eligible for price adjustment as per the conditions below. The

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price adjustment will be on account

- (A) General variation in price index-on account of
- (i) Labour component
 - (ii) Material component and
 - (iii) POL component.

In addition to this he will be entitled to price adjustment on account of the prices

For Drainage Works Labour component, Material component, Petrol, Oil And Lubricants ,which respectively are 41 % , 52% and 7% of the total cost of work put to tender, calculated as per the formula hereinafter appearing , shall be made to the contact price for any reasons whatsoever, component percent as given below are as of the total costs of work put to tender . Total of Labour Material and POL component shall be 100 and other components shall be as per actual.

(Total of all these three components will be 100).

Formula for Labour Component

$$V1 = 0.85 \times P \times \{K1/100 \times (L1-L0)/L0\}$$

Where,

V1 = Amount of price variation in Rupees to be allowed for labour component

P = Cost of work done during the quarter under consideration.

K1 = Percentage of Labour Component as indicated above.

L0 = Basic Consumer price Index for Aurangabad center shall be average consumer price index for the quarter preceding the month in which to the last date prescribed for receipt of tender falls.

L1= Average consumer price index for Aurangabad center for the quarter under consideration.

(B) Formula for Material Component

$$V2 = 0.85 \times P \times \left\{ \frac{K2 \times (M1-M0)}{100 \quad M0} \right\}$$

Where,

V2 = Amount of price variation in Rupees to be allowed for material component

P = Same as worked out for labour component

K2 = Percentage of Material Component as indicated above.

M0 = Basic wholesale price index shall be average wholesale price index for the quarter preceding the month in which to the last date prescribed for receipt of tender falls.

M1= Average Wholesale Price Index during the quarter under consideration.

(C) Formula for Petrol, Oil and Lubricant Component

$$V3 = 0.85 \times P \times \frac{K3 \times (P1 - P0)}{100}$$

Where,

V3 = Amount of price variation in Rupees to be allowed for POL component

P = Same as worked out for labour component

K3 = Percentage of Petrol, Oil and Lubricant Component.

P0 = Average price of HSD at Aurangabad during the quarter preceding the month (i.e. Three months) in which the last date prescribed for receipt of tender falls.

P1= Average Price of HSD for Aurangabad during the quarter under consideration.

2. Conditions referred to in Paragraph-1

- i. The operative period of the contract shall mean the period commencing from the date of the work order issued to the Contractor and ending, on the date when the time allowed for the work specified in the Memorandum under tender for work expires, taking into consideration the extension of time, if any, for completion of the work granted by Engineer-in-charge under the relevant clause of the conditions of contract in cases other than those where such extension is necessitated on account of default of the contractor. The decision of the Engineer-in-charge as regard the Operative Period of the contract shall be final and binding on the contractor. Where compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the Relevant contract provisions, the escalation amount for the balance work from the date of levy of such compensation shall be worked out by pegging the indices L1, M1, C1, & P1 to levels corresponding to the date from which such compensation is levied.

- ii. This price variation clause shall be applicable for all contracts in B-1/B-2 and C forms but shall not apply for piece work .This price variation shall be determined during each quarter as per formula given above in this clause.
- iii. The price variation under this clause shall not be payable for the extra items required to be executed during the completion of the required work and also on the excess quantities payable under the provisions of the contract respectively since the rates payable for the extra items or the extra quantities are to be fixed as per the current DSR.
- iv. This clause is operative both ways, i.e. if the price variation as calculated above is one the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the Government shall be entitled to recover the same from the contractor and the amount shall be deductible from any amount due and payable under the contract.
- v. To the extent that full compensation for any rise or fall in the costs to be contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amount to cover the contingency of such other actual rise or fall in costs.
- vi. For the works which are delayed by administrative procedure or by technical reasons are only eligible for Escalation Clause. To execute this the sanction should be taken from Engineer – In – Charge and it will be binding on the Contractor for the works which are delayed by Contractor's own delay will not be given Escalation. In this regard the decision of Engineer.-in-charge will be final and binding.
- vii. Base dates shall be due dates of opening of tenders.
- viii. No price increase is allowed beyond original DP unless the delay is attributable to the buyer.
- ix. Total adjustment will be subject to maximum ceiling prescribed in the contract.
- x. No price adjustment shall be payable on the portion of contract price paid to the contractor as an advance payment.

45. NO INTEREST ON DUES

70 % of amount of RA Bill (on actual physical work certified by Consultant) shall be released within 15 working days of submission of RA bill. If the difference of amount between the RA Bill claimed by the contractor and RA Bill certified after detailed scrutiny is more than 15 % for any two RA Bills, then the release of

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70 % amount on un-scrutinized bill shall be discontinued for all further bills under the work. Contractor RA shall be present for joint measurements (with Consultant and AMC representative) at least once a week and attest his signature on the joint measurements. Failing to do so shall also revoke the release of 70 % amount in 15 days period.

46. EXTRA ITEMS OF WORK THAT MAY CROP-UP DURING EXECUTION OF WORK

- (i) For any work other than given in the Schedule - B which is found necessary to be executed in the course of work, such items shall be executed by the contractor as per current prevailing schedule rate (D.S.R.) of MJP/PWD Aurangabad Municipal Corporation in which the item is executed (irrespective of tender above or below).
- (ii) For any such extra work, if rates are not available in the current prevailing D.S.R. of MJP/PWD/Rate Analysis, then such rates will be derived from actual expenses with profit & overhead or at rates mutually agreed upon by the contractor and Aurangabad Municipal Corporation. In the above cases the decision of the Commissioner Aurangabad Municipal Corporation or his authorized representative will be final and binding on the contractor.
- (iii) If the rate for any additional, altered or substituted item of Work cannot be determined in the manner specified in (i) & (ii) above, or the rate so determined is found to be unreasonable, then the Contractor will be paid at such fair and reasonable rates as Worked out by the Engineer on the basis of material, labour and operations of construction equipment required to execute the item and allowing 10 percent to cover profits and overhead charges.
- (iv) The Contractor shall submit to the Engineer his detailed rate analysis for carrying out variation duly supported with quotations and other supporting documents within 7 days of written instructions to carry out variations. If the Contractor's quotation is unreasonable, the Engineer orders the variation and makes change to the contract price, which is based on his own forecast of the variations on the Contractor's cost. In case, the rates decided by the Engineer are not acceptable to the Contractor, he shall not continue with the work. Disagreement with the rate fixed by the Engineer shall be informed by the Contractor to the Engineer before commencing the work of variations, failing which the rate fixed by the Engineer shall be final and binding on the parties to contract.
- (v) Escalation on extra item of work is not payable.

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47. Payment of Final Bill: -

Final joint measurement along-with the representatives of the Contractor should be taken recorded and signed by the Contractors. Contractor should submit the final bill within 1 month of physical completion of the Work. If the Contractor fails to submit the final bill within 1 month, the Engineer/Engineers representative will prepare the final bill based on the joint measurement within next 3 months. Engineer's decision shall be final in respect of claims for defect and pending claims against Contractors. No further claims should be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bills in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the Commissioner shall be made within a reasonable period as may be necessary for the purpose of verification etc. After payment of the final bill as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of a disputed portion of the final bill and if he fails to do so within 84 days, his disputed claim shall be dealt with as provided in the contract.

48. Receipts to be Signed in Firm's Name by any One of the Partners: -

Every receipt for money which may become payable or for any security which may become transferable to the Contractor under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudice or affect the respective rights or obligations of the Contractor and of the legal representative of any deceased Contractors interest.

49. Cancellation of Contract in Full or in Part.

If the Contractor:

- (a) At any time makes default in proceeding with the Work with due diligence and continues to do so after notice in writing of fourteen days from the Engineer; or

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- (b) Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the Engineer, or
- (c) Fails to complete the Works or items with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer, or
- (d) Shall offer or give or agree to give to any person in Corporation's Service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation, or
- (e) Shall obtain a contract with the Corporation as a result of ring tendering or other non-bona-fide methods of competitive tendering or
- (f) being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors, or
- (g) Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or a Manager, or
- (h) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or Assigns, transfers, sublets (engagement of labour on a piece Work basis or labour with materials not to be incorporated in the Work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire Works or any portion thereof without the prior written approval of the Commissioner; the Commissioner may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the contract as a whole or only such items of Work in default from the contract.
 - i) In the case of abandonment of the work owing to serious illness or death of the Contractor.

50. Power to take possession of or require removal or sell Contractors plant

In the event of Engineer taking action under sub clauses (a) or (c) clause 49, he may if he so desires, take possession of all any tools and plant, materials and store in or upon the Work of the site thereof or belonging to the Contractor, or procured by him and intended to be uses 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 whose certificate thereof shall be final. In the alternative the Engineer may after giving notice in writing to the Contractor or his clerk of the Work foreman or other authorizes agent requires him to remove such tools and plant, material, 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 Engineer may remove them at the Contractor's expenses or sell them by auctions or private sale on account of the Contractor and at this risk in all respect and the certificate of the Engineer as to the expenses of any such removal and the amount of the proceeds and expensed on any such sale shall be final and conclusive against the Contractor.

Sub Clause 63.4 – ASSIGNMENT

The Contractor shall not assign transfer or attempt to assign, transfer the Contract or any part thereof, or any benefit or interest therein or there under otherwise than by a charge in favour of the Contractor's bankers of any Money due or to become due under this contract, without the prior written approval of the Commissioner.

51. SETTLEMENT OF DISPUTES**Jurisdiction**

In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Aurangabad, Dist. Aurangabad and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent court in the City of Aurangabad only.

52. SETTLEMENT OF DISPUTES

If a dispute/ disputes of any kind whatsoever arises between the Contractor and Engineers representative the same shall be referred to the Engineer for his decision with detailed justification. Such reference shall be stated that it is in pursuance to this clause for review and giving decisions by the Engineers. The Engineer shall give his decision within 14 days of receipt of notice. If either party is not satisfied with the decision of the Engineer or the Engineer fails to give the decision within the period of 14

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days from the date of receipt of notice under this clause, such a dispute may be referred to Arbitration as per Clause No. 54.

53. ARBITRATION

There is no provision for arbitration. The disputes between Contractor and AMC will be dealt with as per provisions of contract. In case of dispute the decision given by the Commissioner, AMC will be final and binding on the Contractor. However, if the Contractor lodges the case in court of law, the AMC has full power to withdraw the work and allot the same to other agency at the risk and cost of the Contractor. In this case no claim will be entertained.

- 54.** There may be hindrances in execution of construction work in few stretches related to the land acquisition, utilities relocation etc. The Contractor has to consider hindrance prone stretches as a last priority in his working construction programme and accordingly plan the completion of work.

FORM B-1**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

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

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 the bills. It will also state whether a refund of quarry fees, royalties, dues and ground rents will be granted. Copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the EIC's for the purpose of identification and shall also be open for inspection by the contractors at the office of the Commissioner, AMC during office hours.

Where the works are proposed to be executed according to the specifications recommended by a Contractor and approved by a competent authority on behalf of the Corporation, 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 by each partner thereof, and in the event of absence of any partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so.
33. The contractor shall pay along with the tender sum of **Rs.3,60,00,000.00/-**(Rs. Three Crore Sixty Lakhs Only) as and by way of earnest money. The contractor may pay the said amount by forwarding along with the tender in form of Demand Draft in favor of Aurangabad Municipal Corporation, Aurangabad. The said amount of earnest money shall not carry any interest what so ever.

In the event if his tender being accepted, subject to provision of sub-clause (iii) below, the said amount of earnest money should be appropriated towards the amount of security deposit payable by him under conditions of General conditions of Contract.

- (i) 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

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- furnish the balance of security deposit without prejudice to any other rights and powers of the Corporation, hereunder, or in law, Corporation shall be entitled to forfeit the full amount of the earnest money deposited by him.
- (ii) 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, be refunded to him on his passing receipt therefore.
3. Receipts for payments made on any account of work, when executed by a firm, should also be signed by all the partners except where the Contractors are described in their tender as firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
 4. Any person who submits the tender shall fill up usual printed form stating at what percentage above or below the rates specified in Schedule 'B' (Memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the estimated rates/ Schedule rates shall be named. Tenders, which proposed any alteration in the works specified in the same form of invitation of tender, or in the time allowed for carrying out the work, or which contain any other conditions, of any sort will be liable to rejection. Tender shall have the name and number of the work to which they refer, written outside the envelope.
 5. The Engineer-in-Charge or his duly authorized assistant shall open tenders in the presence of Contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the Contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in the rule 1. In the event of the tender being rejected, the Engineer-in-Charge shall authorize the A.M.C. Officer concerned to refund the amount of the earnest money deposited, to the Contractor marking 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 be a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Corporation unless it is signed by the Engineer-in-Charge or other appropriate officer of A.M.C.
 8. The Memorandum of work to be tendered for and the schedule of materials to be

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supplied by the Corporation and their rates shall be filled in by any completed by the office of the Engineer-in-Charge before the tender form is issued. If a form issued to an intending Bidder has not been so filled 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 net by standard measure and according to the rules and customs of the Public Works Department and without reference to any local custom. Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.
10. Every registered contractor should produce along with his tender certificate of registration as approved contractor in the appropriate class and renewal of such registration with date of expiry.
11. All corrections and additions or pasted slips should be initialed.
12. The measurements of work will be taken according to the usual methods in use in the Public Works Department and no proposals to adopt alternative methods will be accepted. The EIC's decision as to what is the usual method in use in Public Works Department 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 furnish along with the tender, information regarding the Income tax circle or Ward of the District in which he is assessed to Income Tax, the reference to the number of the assessment and the assessment year, and a valid Income Tax Clearance Certificate.
15. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the Corporation for the purchase of plant and machinery required for the execution of the work contracted for.
16. The contractor will have to construct shed for storing controlled and valuable materials issued to him under Schedule 'A' of the agreement, at work site, having double locking arrangement. The materials will be taken for use in the presence of the AMC person. No materials will be allowed to be removed from the sites of the works.
17. The Contractors shall also give a list of machinery in their possession and which they proposed to use on the work in the form of Statement No. III.
18. Every unregistered contractor should furnish along with tender a statement showing previous experience and technical staff employed by him, in the form of Statement No. IV.
19. Successful Bidder will have to produce to the satisfaction of accepting authority a valid and current license issued in his favor under the provision of Contract Labor (Regulation

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and Abolition Act 1973) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Corporation.

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

TENDER FOR WORKS

I/We hereby tender for the execution, for Aurangabad Municipal Corporation (here-in-before and hereinafter referred to as Corporation) of the work specified in such memorandum at _____ In figures as well as in words

percent below/above the estimated rates entered in Schedule 'B' (Memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Corporation, such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

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MEMORANDUM

- a) If several sub works are included the same should be declared in a separate list.
- b) The amount of earnest money to deposited shall be in accordance with the provision of paras 206 & 207 of the MPW Manual.
- c) This deposit shall be in accordance with paras 213 and 214 of the MPW Manual / Instruction issued by the Commissioner, Aurangabad Municipal Corporation
- d) This percentage where no security deposit is taken will
- A) General Description
NAME OF WORK: Development of Underground Sewerage Collection System for Zone I to VI & Zone Salim Ali, Constructing, Erecting, Testing and Commissioning of Sewage Treatment Plant based on Modern technology at Nakshatrawadi(Kanchanwadi), Banewadi, Siddarth Garden, Zalta, Padegaon, CIDCO (Airport), Construction, Erection, Testing and Commissioning of Sewage pumping stations at Banewadi, Siddarth Garden, Padegaon, Golwadi, Zalta, Ward No. 98 & CIDCO (Airport), Providing, Lowering, Laying, Jointing and Testing Rising Main GRP/DI pipe line from Golwadi SPS to Nakshatrawadi (Kanchanwadi), STP and ward no 98 to STP for Aurangabad City . .
- B) **Estimated Cost Rs. Rs.354,66,17,759.00/-**
- C) **Earnest Money Rs. 3,60,00,000.00/-**
To be paid in the form of DD drawn in favour of Aurangabad Municipal Corporation payable at Aurangabad.
- D) **Security Deposit Rs.17,75,00,000.00/-Only**
- I) Initial Security Deposit 2 % of Rs.7,10,00,000.00/-
To be paid in the form of DD/Pay Order / bank guarantee of nationalized bank drawn in favour of Aurangabad Municipal Corporation payable at Aurangabad.
- II) To be Deducted from subsequent R.A. Bill @ 3% of Rs.355.04/-Crore only or tender value whichever is more. Thus the total amount of security deposit will be 5% i.e. Rs.17,75,00,000.00/- or tender value whichever is more.
- E) Percent if any, to be deducted from bills so as to

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vary from 4% to 10 % according to the requirement of the case where security deposit is taken. See note to clause conditions of tender.

make up the total amount required as security deposit.

f) Additional Security Deposit

F) If the tender is proposed to be accepted at the rate quoted less than estimated cost put to tender, then security deposit over and above 5% in (d) at the below rate shall have to be paid extra by a Bidder.

- | | |
|---------------------------------------|-----|
| a) For offer up to 10% below | Nil |
| b) For offer between 10% to 15% below | 2% |
| c) For offer more than 15% below | 4% |

(Additional Security Deposit shall be based on estimated cost put to tender.)

The Additional Security Deposit in full in the form of DD or FDR or BG of Nationalized Bank will have to deposited at the time of agreement along with 100% of original security deposit.

Give schedule where necessary showing dates by which the various items are to be completed.

G) Time allowed for the work from the date of written order to commence.

1. **36 (ThirtySix) Calendar Months & defect liability Period 1 year. The Operation and Maintenance of 10 Years.**
2. I/We agree that the offer shall remain open for a minimum period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of the such authority
Payment in cash of Rs. **3, 60, 00,000.00/-** (Rs.

Three Crore Sixty Lakhs Only) representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Municipal Corporation should I/ We fail to (1) abide by the stipulation to keep the offer open for the period mentioned above or (2) sign and complete the tender documents as required by the Commissioner 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 annexed General Conditions of Tender. The amount of Earnest Money may be adjusted towards the Security Deposit or refunded to me/us if so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

3. Deleted
4. Should this tender be accepted I/We agree to abide by and fulfill the terms and provisions of the conditions of tender annexed hereto so far as applicable and in default hereof to forfeit and pay Municipal Corporation the sum of money mentioned in the said conditions.
 - (a) the full value of which is to be absolutely forfeited to Municipal Corporation should I/We not deposit the full amount of Security Deposit specified in the above memorandum in accordance with (d) of clause (I) of the tender for works shall be refunded.

(*) Amount to be specified in words and figures

Bidder

(**)

Name of the Bank to be specified

Address

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Strike out (a) if no case security deposited is to be taken.

Date the _____ day of _____ 2014

(Witness)

Address

(Occupation)

(**) Signature of Bidder before submission of Tender.

Signature of witness or Bidder's signature.

The above tender is hereby accepted by me for and on behalf of Aurangabad Municipal Corporation.(AMC)

(*) Signature of the officer by whom accepted.

Commissioner

**AURANGABAD MUNICIPAL CORPORATION
AURANGABAD**

Dated _____ Day of _____

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CONDITIONS OF CONTRACT

Security Deposit

Clause 1: The person / persons whose tender may be accepted (hereinafter called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) shall (A) within 10 days (which may be extended by the Commissioner concerned up to 15 days, if the Commissioner thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Engineer-in-Charge cash or Government securities in the name of the Commissioner (if deposited for more than 12 months of sum as will amount to 5 percent of all moneys so payable such deductions to be held by AMC by way of security Deposit). 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 5 percent of the total estimated cost of the work, it shall be lawful, for AMC at the time of making any payment to the Contractor for work done under the contract C to Y make up the full amount of 5 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 AMC under the terms of his contract may be deducted from, or paid by the sale of sufficient part of the security deposit or from the interest arising there from, or from any sums which may be due or may become due by Corporation to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his Security Deposit being reduced by a reason of ten days thereafter, make good in cash or Government securities to Commissioner AMC as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash, at the cost of the depositor, be converted and interest bearing securities provided that the depositor has

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expressly desired this in writing.

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 any legal steps taken against the contract for recover of amounts, the amount of the security deposit lodged by a contractor shall be refunded after a date up to which the contract has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period up to which the contractor has agreed to maintain the work in good order, then, subject to provisions of clause 17 and 20 hereof the amount of security deposit retained by AMC shall be forfeited without any notice.

Compensation for delay

Clause-2: The time allowed to carry 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 through the stipulated period of the contract be proceeded with, all due diligence deemed to be of the essence of the contract on the part of the Contractor) and the Contractor shall pay as compensation and amount equal to one percent or such smaller amount as the Engineer-in-Charge (whose decision in writing shall be final) may decide of the amount of estimated cost of the whole work as shown by the Bidder of everyday the work remains un commenced or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.

$\frac{1}{4}$	of the work in	$\frac{1}{3}$ of the time
$\frac{1}{2}$	of the work in	$\frac{1}{2}$ of the time
$\frac{3}{4}$	of the work in	$\frac{3}{4}$ of the time

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and full work should be completed in (24 Calendar months)

NOTE: The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose of the officer competent to accept the contracts after taking into consideration the circumstances of each case and abide by the program of detailed progress laid down by the Engineer-in-Charge. In the event of the Contractor failing to comply with these conditions he shall be liable to pay as compensation, an amount an equal to one percent or such smaller amounts as the Commissioner(whose decision in shall be final) may decide of the said estimated cost of the whole work for everyday 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 estimated cost of the work as shown in the tender. Municipal Engineer, should be the final authority in the respect, irrespective the fact that the tender is accepted by the Commissioner.

The following proportion will usually be found suitable :-

In $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ of the time.

Reasonable progress of earth work $\frac{1}{6}$, $\frac{1}{2}$, $\frac{3}{4}$ of the total value of the work to be done.

Reasonable progress of masonry work $\frac{1}{10}$, $\frac{1}{10}$, $\frac{8}{10}$ of the total value of the work to be done. In the event of the Contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as Commissioner (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every month 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 1 percent of the estimated cost of the work as shown in the tender.

Commissioner should be the final authority in this respect, irrespective of the fact that tender is accepted by Commissioner.

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Action when whole of
security Deposit is
forfeited

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

- (a) To rescind the contract (for which rescission notice in writing to the Contractor under the hand of Engineer-in-Charge 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 Corporation.
- (b) To carry out the work or any part of the work departmentally debiting the Contractor with the cost of the work, expenditure incurred on the tools and plant, and charges on additional supervisory staff including the cost of the work-charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respect in the same manner and at the same rates as if it had been carried out by the Contractor under terms of his contract. The certificate of the Engineer-in-Charge as to the costs and other allied expense so incurred and as to the value of the work so done departmentally shall be final and conclusive against the Contractor.
- (c) i) To order that the work of the Contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another Contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of the work charged establishment and the cost of the work executed

by the new Contractor agency will be debited to the Contractor and the value of the work done or executed through the new Contractor in all respects and in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Engineer-in-Charge as to the costs and other allied expense so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

ii) In case the contract shall be rescinded under clause (a) above the Contractor shall not be entitled to recover or be paid, any sum for any work thereof actually performed by him under this contract unless and until the Engineer-in-Charge shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of courses referred to clause (b) or (c) being adopted and the cost of the work executed departmentally or through new contractor and other allied expense 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 Corporation under the contractor or otherwise howsoever or from his security deposit or the sale proceeds thereof provided; however that Contractor shall have no claim against Corporation even if the certified value of the work done departmentally or through a new Contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clause (a), (b) or (c) is adopted by the Commissioner, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract.

Action when the progress of any particular portion of the work is unsatisfactory

Clause - 4 : If the progress of any particular portion of the work is unsatisfactory, the Commissioner shall notwithstanding that the general progress of the work is 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 working. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

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

Clause - 5 : In any case in which any of the powers conferred upon the Engineer-in-Charge by clause 3 and 4 shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waiving of any of the condition here of the such power shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which under any clause hereof he is declared liable to pay compensation amounting 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-in-Charge taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work of the site thereof 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-in-Charge whose certificate thereof shall be final. In the alternative, the Engineer-in-Charge may, after giving notice in writing to the Contractor or his clerk of any work, foreman or other authorized agent required him to remove such tools and 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, Engineer-in-Charge may remove them at the Contractor's expenses or sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of Engineer-in-Charge as to the

expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

Extension of time limit

Clause - 6 : If the 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-in-Charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the clause for asking for extension occurred, whichever is earlier and the Engineer-in-charge, or in the opinion of Engineer-in-Charge as the case may be if in his opinion, there were reasonable ground for granting an extension, grant such extension as he thinks necessary or proper, the decision of the Commissioner in this matter shall be final.

Final Certificate

Clause - 7 : On the completion of the work the Contractor shall be furnished with a certificate by the Commissioner (hereinafter called the Engineer-in- Charge) of such completion; but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors, windows, wall, floor or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-Charge or where the measurements have been taken by his subordinates until they have received approval of the Engineer-in-Charge, the said measurements being binding and conclusive against Contractor. If the contractor shall fail 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 Engineer-in- Charge may at the

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expense of the Contractor, removal such scaffolding, surplus material and rubbish, and dispose off the same as he thinks fit and clean off as such dirt as aforesaid and the Contractor shall from with pay the amount of the 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.

Payment on
intermediate
certificate to be
regarded as advances

Clause-8: No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of 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 of the work than approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. All such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the Engineer-in-Charge from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or effect in any other way powers of the Engineer-in-Charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in- Charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Payment on reduced
rates on account of
items of work not

Clause-9: The rates of several items of work estimated to cost more than Rs. 1000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully

accepted as
completion
discretion of
Engineer-in-
Charge

in accordance with the sanctioned specifications. In case where the item of work are not accepted as so completed by the Engineer-in Charge may make payment on account of such item at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Bill to be
submitted

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

Bill to be on printed
forms

Clause-11: The contractor shall submit all bills on the printed forms to be had in the application at the office of the Engineer-in-Charge. The charges to be made in the bill 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.

Stores supplied by
Corporation

Clause-12: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store or if it is required that the contractor shall use certain stores to be provided by the Engineer in charge (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so far as in any way to

control the meaning or effect to this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stored as may be required from time to time to be used only by him for the purpose of the contract only, and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to contractor under the contract, or otherwise, or from the security deposit or the proceeds of the sale thereof if the security deposit is held in pledged securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Corporation and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the engineer in charge. Any such materials unused and in perfectly good conditions at the time of completion or determination of the contract shall be returned by the engineering departmental store if the engineer in charge so requires by a notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with consent of the Engineer in charge and shall have no claim for compensation on account of any such material supplied to him as foresaid but remaining unused by him or any wastage in or damage to any such materials.

Clause-12 (A) : All stores of controlled materials such as cement, steel etc., supplied to the contractor by the Corporation should be kept by the contractor under lock and key and will be accessible for inspection by the Engineer-in-Charge or his agents all the time.

Work to be executed in accordance to specifications, drawings, orders etc

Clause-13: The contractor shall execute whole and every part of the work in the most substantial and workman like manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully, and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-

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in-Charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or at the site of the work during office hours. The contractor will be entitled to receive three sets of contract drawings and working drawing as well as one certified copy of the accepted tender along with work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs. 500/- per set of contract drawings and Rs. 500/- per working drawing except where otherwise specified.

Alterations in specifications and designs not to invalidate contracts

Clause-14: The Engineer-in-Charge shall have the power to make any alterations in or additions to original specifications, drawings, designs, and the 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 the writing signed by the Engineer-in-Charge and such alterations shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and if the additional and altered work includes any class of work for which no rate is specified in the contract, then such work or class shall be carried out at the rates entered in the Schedule of rates of the Government or the Corporation or at the rates mutually agreed upon between the Engineer- in -Charge or altered work for which no rate is entered in the rates agreed upon then the contractor shall within seven days of the date of receipt by him the order to carry out the work, inform the Engineer- in -Charge of the rate which it is his intention to charge for such class of work, and if the Engineer- in-Charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work or incurred any expenditure in regard thereto before the rates shall have been determined as lastly

Rates for works not entered in estimate or schedule of rate of the

hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge in the event of a dispute, the decision of the Commissioner will be final.

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

Extension 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, or additions bears to the cost of the original contract work, and the certificate of the Engineer-in-Charge as to such proportion shall be conclusive.

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

Clause 15-:

(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 Corporation is entitled to rescind the contract) desires that the whole or the part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out, at all he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the design of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any

payment or compensation whatsoever by reason of or suspension, stoppage or curtailment except to the extent specified thereafter.

- (2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done to pay the final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining un-executed work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within the 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.
- (3) Where the Engineer required the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having and to pay the salary or wages of labor engaged by him during the said period of suspension provided always that the contract shall be not entitled to any claim in respect of any working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such

suspension in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

(4) In the event of-

- (i) Any total stoppage of work on notice from the Engineer under Sub clause (1) in that behalf.
- (ii) Withdrawal from the contractor from the contractual obligation completes the remaining un-expected work under the sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.

OR

- (iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission on substitution in the specification, drawings, designs, or instructions under clause 15(1) where such curtailment exceeds 25% in quantity and the value of quantity curtailed beyond 25% at the rates for the items specified in the tender is more than Rs. 50000/-.

No claim to
compensation

on account of loss due
to No. of Corrections
delay in supply of
material by Corporation

It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of continued suspension of work or (iii) notice under clause 15(1) resulting in such curtailment, to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Corporation to take over on payment such material at the rates determined by the Engineer, provided, however such rates shall in no case exceed the rates at which the same was required by the contractor. The contractor shall thereafter take over the materials so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are

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of quality and specifications approved by the Engineer.

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

Clause-15 (A) : The contractor shall not be entitled to claim any compensation from the Corporation for the loss suffered by him on account of delay by Corporation in the supply of materials entered in Schedule 'A' where such delay is caused by-

- (i) Difficulties related to the supply of railway wagons,
- (ii) Force Majeure,
- (iii) Act of God,
- (iv) Act of enemies of the State or any other reasonable cause beyond the control of Corporation.

In the case of such delay in the supply of materials, Corporation shall grant such extension of time for the completion of the works as shall appear to the Engineer-in-Charge to be reasonable in accordance with the circumstances of the case. The contractor shall accept the decision of the Engineer-in-Charge as to the extension of time as final.

Time limit for
unforeseen claims

Clause-16: Under no circumstances whatever shall the contractor be entitled to any compensation from the Corporation on any account unless the contractor shall have submitted a claim in writing to the Engineer- in-Charge within one month of the case of such claim occurring.

Action and
compensation
payable in case of bad
work

Clause-17: If any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to the Engineer-in-Charge or his subordinate in charge of work, that any work has been executed with unsound, imperfect or unskillful workmanship or with the materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract it shall be lawful for the Engineer-in-Charge to intimate

this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of any have been inadvertently 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 so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so, within a period to be specified by the Engineer-in-Charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of 1 % on the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in the case of any such failure the Engineer-in-Charge may rectify and remove, and re-execute the work or remove and replace the material or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-Charge consider that no such inferior work or materials as described above maybe accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Work to be open for Contractor or responsible agent to be present

Clause-18:All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which his subordinates to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have responsible agent duly authorized in writing present for that purpose. Orders given to the contractors duly authorized agent shall be considered to have the same force and affect as if they had been given to the contractor himself.

Notice to be given before work is

Clause-19: The Contractor shall give not less than 5 days' notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before measurement any work in order

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covered up

that the same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of Engineer-in-Charge or his subordinate Engineer-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 contractors 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.

Contractor liable for damage done and for

Clause- 20: If during the period of 12 months from the date of completion as certified by the Engineer-in-Charge pursuant to Clause 7 of the contract for 12 months after commissioning the work, whichever is earlier in the opinion of the Commissioner, said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Commissioner, duly commence execution and completely carry out at his cost in every respect or the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the Engineer-in-charge. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed thereof in the said notice and/or to complete the same as aforesaid as required by the said notice, the Engineer-in-Charge shall get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the Corporation the amount of such cost, charges and expenses sustained or incurred by the Corporation of which the certificate of the Engineer-in-Charge shall be final and binding on the contractor. Such cost, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as

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aforesaid without prejudice to any other rights and aforesaid remedies of the Corporation the same maybe recovered from the contractor as arrears of land revenue. The Corporation shall also be entitled to deduct the same from any amount, which may then be payable or which may thereafter become payable by the Corporation to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Corporation.

Contractor to supply
plant, ladder,

Clause-21: The contractor shall supply at his own cost all materials (except such special material, if any as many in accordance with the contract, be supplied from the Engineering Departmental Stores), plant tools appliances implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted from and whether including in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-Charge as to any matter as to which these conditions, he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the material, failing which the same may be provided by the Engineer-in-Charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit 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 accidents, and shall also be bound to bare the expenses of defense of every suit, action or other legal proceedings, that may be brought by any person for injuries sustained obeying to

neglect of the above precautions, and to pay any damages and costs which may be avoided in any such suit actions or proceedings to any such person, or which may with consent of the contractor to be paid for compromising any claim by any such person. List of machinery in contractor's possession and which they propose to use on the work should be submitted along with the tender.

Clause-21 (A): the contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection therewith:

- (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-
 - (i) Under the supervision of a competent and responsible person: and
 - (ii) As far as possible by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and ladders shall-
 - (i) Be sound of material,
 - (ii) Be of adequate strength having regards to the loads and strains to which they will be subjects, and
 - (iii) Be maintained in proper condition
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the Scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent person.

- (h) Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein in specified.
 - (i) Working platform, gangways, stairways shall
 - (ii) Be so constructed that no part of 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 tripping or slipping, and
 - (iv) Be kept free from any unnecessary obstruction.
- (i) In case of working platform, gangway, working places and stairways at a height exceeding three members.
 - (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - (ii) Every working platform and gangway shall have adequate width and
 - (iii) Every working platform, gangway, working place and stairway shall be suitable fenced.
- (j) Every opening in the floor of a building or in a working platform shall accept for the time and to the extent required to allow the excess of persons for the transport for shifting of materials to be provided with suitable means to prevent the fall of persons or materials.
- (k) When persons are employed on roof where there is a danger of falling from a height exceeding 3 meters. Suitable precautions shall be taken to prevent the fall of persons or material.
- (l) Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from scaffolds or other working places.
- (m) Safe means of access shall be provided to all working platforms and other working places.

The contractor(s) will have to make payments to the laborers as per minimum wages Act.

Clause-21 (B): The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him.

- (a) Hoisting machine and tackle, including the attachments anchorages and supports shall,
 - (i) Be of good mechanical construction, sound material and adequate strength and free from patent defect and
 - (ii) Be kept in good repair and in working order.
- (b) Every rope used in hoisting or lowering materials or as a mean of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before used and be reexamined in position at intervals to be prescribed by the Corporation.
- (d) Every chain, ring, hook, shackle swivel and pulley block used in hoisting and lowering materials or as a mean of suspension shall be periodically examined.
- (e) Every crane driver or hoisting appliance operator shall be properly qualified.
- (f) No person who is below the age of 18 years shall be control of any hoisting machine, including any scaffold which, or give signals to the operator.
- (g) In case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hoisting or lowering or as a mean of suspension, the safe working load shall be as ascertained by adequate means.
- (h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- (i) In the case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated.
- (j) No part of any hoisting machine or of any geared referred to

in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.

- (k) Motors, gearing transmissions, electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safeguards.
- (l) Hoisting appliances shall be provided with such means as will reduce to minimum, and the risk of the accidental descent of a load.
- (m) Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

Measure for prevention of fire

Clause-22: The contractor shall not set fire to any standing jungle, trees, bush woods or grass without a written permit from the Engineer-in-charge.

When such permit is given, and also in all cases when destroying cut or dug up trees bush wood, grass etc. by fire; the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labors employed by him.

Liability of contractor for any damage done in or outside work

Clause-23: Compensation for all damages done intentionally or unintentionally by the contractor's labor whether in or beyond the limits of Corporation property including any damage caused by the spreading of fire mentioned in Clause22 shall be estimated by the Engineer-in-Charge or such other officer as he may appoint and the estimate of the Engineer in charge subject to the decision of the Commissioner on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in Clause 1 or deducted by the Engineer- in -Charge from any sums that may be due or become due from Corporation to the contractor under this contract or otherwise.

Contract may be rescinded and security

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deposit forfeited for subletting it without approval or for bribing a public officer or if contractor become insolvent

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

Clause-24: The employment of female labors on works in neighborhood of soldier's barracks should be avoided as far as possible. The contractor shall employ the labor with the nearest employment exchange.

Work of Sunday

Clause-25: No work shall be done on a Sunday without the sanction in written of the Engineer -in -Charge.

Work not to sublet

Clause-26: The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge and if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt to do so or if bribe, gratuity, gift, loan, perquisites, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promise or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Corporation in any way relating to his office or employment, or if in any such officer or person shall become in anyway directly or indirectly interested in the contract the Engineer-in-Charge may there upon by notice in written rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Corporation and the same consequences shall ensue 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.

Sum payable by way of

Clause-27: All sums payable by contractor by way of

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compensation to be considered reasonable compensation without reference to actual loss compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Corporation without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Changes in constitution of firm to

Clause-28: In case of tender by partners, any changes in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-Charge for his information.

Direction and control of Commissioner

Clause-29: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge for the time being, who shall be entitled to direct at what points and in what manner they are to be commenced and from time to time carried on.

Clause-30:

(1) Except where otherwise specified in the contract and subject to the powers delegated to him by Corporation the decision of the Engineer-in-Charge for the time being shall be final, conclusive, and binding all parties to the contract upon all questions relating to the meaning of all 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 question, claim, right matter, or thing whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

(2) The contractor may within thirty days of receipt by him of any order passed by the Engineer-in-Charge as aforesaid appeal against it to the Commissioner concerned with the contract, work or Project provided that-

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(a) The accepted value of that contract exceeds Rs. 10.00 lakhs (Rs. Ten lakhs)

(b) Amount of claim is not less than Rs. 1.00 lakh (Rs. One lakh)

(3) If the contractor is not satisfied with the order passed by the Commissioner as aforesaid, the contractor may within thirty days of receipt by him of any such order, appeal against it to the Commissioner, and the Decision given by the Commissioner will be final.

Clause-31: Deleted

Lump sums in estimates

Clause-32: When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of work in question at the same rates as are payable under this contract of each item, or if the part of work in question is not in the option of the engineer in charge capable of measurement, the Engineer- In-Charge may as his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer- In-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

Action where no specifications

Clause-33: In the case of any class of work for which there is no such specification as is mentioned in rule 1 such work shall be carried out in accordance with the standard specifications of Public Works Department, and in the event of there being no specification, then in case the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer- in- Charge.

Definition of work

Clause-34: The expression “works” or “work” where used in these conditions, shall unless there be something in the subject or context repugnant to such construction be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered substituted or additional.

Contractor’s percentage whether applied to net or gross amount of bill

Clause-35: The percentage referred to in the tender shall be deducted from/added to the gross of the bill before deducting the value of any stock issued.

Clause-36: All quarry fees, royalties and ground rent for stacking materials if any should be paid by the contractor.

Compensation under Workman’s Compensation Act

Clause-37: The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen’s Compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable paid by Corporation as principal under sub section (1) of section 12 of the said Act on behalf of the contractor under subsection (2) of the said section. Such compensation shall be recovered in the manner laid down in the Clause 1 above.

Clause-37 (A): the contractor shall be responsible for and shall at the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If Corporation the same shall be recoverable from the contractor forthwith and be incurs such expenses deducted without prejudice to any other remedy of Corporation from any amount due or that may be due to the contractor.

Clause-37 (B): The contractor shall provide all necessary personal safety equipments and first aid apparatus available for use of persons employed on site and shall maintain the same condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.

a) The workers shall be required to use the equipment so

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provide by the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

- b) When the work is carried in the proximity to any place where there is a risk or 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.
- c) Adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Clause-37 (C): The contractor shall duly comply with the provision of “the Apprentices Act” (Ill of 1961) the rules made there under and the orders that may be issued from time to time under the Act the said Rules.

Claim for quantities
entered in the tender

Clause – 38

(1) Quantities in respect of the several items shown in the tender rare approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as subject to any special provision contained in the specifications prescribing a different percentage of permissible variation the quantity of the item does not exceed the tender quantity by more than 50% and so long as the value of the excess quantity beyond this limit as the rate of the item specified in the tender is not more than Rs. 5,00,000/- (Rs Five Lakh only).

(2) The contractor shall if ordered in writing by the Engineer to do so , also carry out any quantities in excess of the limit mentioned in sub-clause (1) hereof one the same conditions as in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in absence of such rates(ii) at the rate prevailing in the market, the said rates being increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of work as put to tender based on the schedule of rates applicable to the year in which the

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tenders were invited. For the purpose of operation of this clause, the total cost shall be taken as derived from the MJP DSR.

(3) Claims arising out of reduction in the tendered quantity of any item beyond 50 % will be governed by the provision of clause 15 only when the amount of such reduction beyond 50 % at the rate of the item specified in the tender is more than Rs.5,00,000/- (Rs. Five Lakh only). This reduction is exclusively of the reduction mentioned in clause No 2, 1, 4 of the work and site condition.

(4) There is no change in the rate if excess is less than or equal to 40%. Also there is no change in the rate if quantity of work done is more than 50 % of the tendered quantity or the value of the excess work at tendered rates does not exceed Rs. 5,00,000/- (Rs Five Lacks only).

(5) The quantity to be paid at tendered rate shall include-

(a) Tendered Quantity plus

(b) 40 % excess of the tendered quantity or the excess quantity of the value of Rs. 5,00,000/- (Rs. Five Lakh only). at the tendered rates whichever is more.

Employment of famine labour etc.

Clause No-39: The contractor shall employ any famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer- in -Charge.

Claim for compensation for delay in starting the

Clause No-40: No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works on account of any delay in according to sanction of estimates.

Claim for compensation for delay in execution of

Clause No-41: No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments the rates are inclusive for hard or cracked soil Excavation in mud, sub soil , water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Entering upon or

Clause No-42: The contractor shall not enter upon or commence

commencing any portion of work any portion of work except with the written authority and instructions of the Engineer- in-Charge or of his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed, the employment of donkeys and for other animals and payment of fair wages

Clause No-43:

- (i) No contractor shall employ any person who is under age of 18 Years.
- (ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope the breeching must be at least three inches wide and should be of tape (Nawar).
- (iii) No animals suffering from sores lameness or emaciation or which is immature shall be employed on the work.
- (iv) The Engineer-in-Charge or his agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Corporation for any delay caused in the completion of work by such removal.
- (v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract under taken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Engineer-in-Charge who shall decide the same. The decision of the Engineer-in-Charge shall be conclusive and binding on the contractor but such decisions shall not in any way affect the conditions of contract regarding the payment to be made by Corporation at the sanctioned tender rates.
- (vi) The contractor shall provide drinking water facilities to the workers similar amenities shall be provided to the workers engaged on large work in urban areas.
- (vii) Contractor to take precaution against accidents which take place on account of labour using loose garments while working near machinery.

Method of payment

Clause No-44: Payments to contractors shall be made by cheque drawn on any bank within the Aurangabad Municipal corporation

limits.

Acceptance of conditions compulsory before tendering the work

Clause No-45: Any contractor who does not accept these conditions shall not be allowed to tender for works.

Employment of scarcity labour

Clause No-46: If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of work, as are suitable for unskilled labor, any person certified to him by the Engineer-In-Charge, or be any person to whom the Engineer-in-Charge may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which 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-in-Charge whose decision shall be final and binding on the contractor.

Clause No-47: The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by the Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or the price permissible under the hoarding and Profiteering Ordinance, 1948 as amended from time to time, if the price quoted exceeds the controlled price or the price permissible under the Hoarding and Profiteering Ordinance, 1948 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 will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his description will in such case exercise the right of revising the price at any stage so as to conform with the control price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

Clause -48: In the case of materials that may remain surplus with the Contractor from those issued the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax/VAT and the Sales tax/VAT will be recovered on such sale.

Clause-49: Contractor Shall note that the recovery of at penal rate twice the issue rate will be affected if the contractor do not return the surplus material and the ST and GT will be recovered from them.

Clause-50: Wages to be paid to the skilled and unskilled labourers engaged by the Contractor. The contractor shall pay the labourers skilled and unskilled according to the wages prescribed by the Minimum Wages Act of 1948 applicable to the area in which the work of the contract is located.

The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and Orders issued there under from time to time, if he fails to do so, his failure will be a breach of the contract and the Engineer-In-Charge, may in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of Act. The contractor shall pay the labourers skilled and unskilled according to wages prescribed by Minimum Wages Act applicable to the area in which the work lies.

Clause-51: All amounts whatsoever which the contractor is liable to pay to the Corporation in connection with the execution of the work including the amount payable in respect of (i) materials and or stores supplied / issued hereunder by the Corporation to the Contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Corporation to the contractor for execution by him of the work and/or on which advances have been given by the Corporation to the contractor shall be deemed to be arrears of the Land Revenue and the Corporation may without prejudice to any other rights and remedies of the Corporation recover the same from the contractor as arrears of revenue.

Clause-52: The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) rules, 1971 as amended from time to time and all other relevant status and statutory provision 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 neglect to pay wages at the said rates or makes short payment and the Corporation 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 contractor to such workers shall be deemed to be arrears of land revenue and the Corporation shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the Corporation to the contractor hereunder or from any other amount payable by the Corporation to the contractor hereunder or from any other amounts Payable to him by the Corporation.

Clause- 53: MALARIA ERADICATION

- (A) The anti-health measure shall be as taken as per Government Policies.
- (B) Contractor shall see that mosquitozenic conditions are not created so as to keep vector population to minimum level.
- (C) Contractor shall carry out anti malaria measures in the area as per guidelines prescribed under National Malaria Eradication
- (D) In case of default in carrying out prescribed anti-malaria measure resulting in increase in Malaria incidence contractor shall be liable to pay to Government the amount spent by Government on anti-malaria measures to control the situation in addition to fine.
- (E) Relation with Public authorities- The contractor shall make sufficient arrangement for draining away the sullage water as well as water coming from the bathing and washing places

and shall dispose of this water in such away as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The contractor shall comply with all rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to Government.

Clause-54 : The tendered rates shall be inclusive all taxes, rates and cesses and shall also be inclusive of the tax leviable in respect of work contract under the provision of Maharashtra sales tax on transfer of property in goods involved in the execution of the Works Contract Act, 1989 (Maharashtra act no. XIX of 195).

Clause-55: If the project is shelved by the Corporation before commencement, the contractor will have no right to claim any losses or compensation due to the same and for whatsoever reasons.

Clause-56:The order of precedence in case of discrepancies shall be as under,

1. Contract Agreements.
2. The letter of Acceptance.
3. Notice inviting Tender & Instructions to Bidder.
4. Special Conditions of Contract.
5. Additional Conditions of Contract
6. The Drawings
7. Financial Offer the Bidder

Clause-57: The successful Bidder will have to enter into agreement in from specified by Department on a stamp of required amount as per rules in force. The stamp charges shall be borne by the Bidder.

Clause 58: Price Variation Clause enclosed as Clause 44 of Conditions of Contract & Conditions of particular applications.

Clause 59: The Bidder shall provide and maintain barricades, guards, guard rails, temporary bridges and walkways, watchmen, headlights and danger signals illuminated from sunset to sunrise and all other necessary appliances and safeguards to protect the work, life property, the public excavations, equipment and materials barricades shall be substantial construction and shall be painted such to increase their visibility at night. For any accident arising out of the neglect of above instructions, the Bidder shall be bound to bear the expenses of defense of every suit, action or other legal proceedings, at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay all damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Bidder be paid in compromising any claim by any such person.

Clause 60: The Bidder shall provide in the joint names of the Commissioner and the Bidder, insurance cover only from the Govt. Insurance, Maharashtra State, 264, 1st Floor, MHADA Opp, Kalanagar, Bandra (East) Mumbai —400051. Insurance policy / Policies taken out from any other company will not be accepted. However, if the Bidder desires to effect insurance with the local office of any insurance company, the same should be made the Commissioner-Insurance-cum-insurance. If the policy taken by the Bidder is not on co. insurance basis. Director of Insurance 60 % and Insurance Co. 40% the same will not be accepted and the amount of premium calculated by the Director of Insurance will be recovered directly from the amount payable to the Bidder, The policy shall cover from the date of work order for the following events which are due to the Bidder risks.

- a) Loss of or damage to Bidder equipment's including his vehicles.
- b) Personal injury or death due to vehicles of the Bidder and / or due to any accident that may arise at or

around the site of the Bidder personnel or to the Corporation staff or to any other person not connected with Corporation / Bidder.

60.1. Policies and certificates for insurance shall be delivered by the Bidder to the Commissioner for approval before the date of actual starting of work. All such insurance shall provide for compensation to be payable in the types of proportions of currencies required to rectify the loss or damage incurred.

60.2 If the Bidder does not produce any of the policies and certificates required, the Commissioner may affect the insurance for which the Bidder should have produced the policies and certificates and recover the premiums it has paid from payments otherwise due to the Bidder or, if no payment is due, the payment of the premiums shall be of debt due.

60.3 Alterations to the terms of Insurance shall not be made without the approval of the Commissioner.

60.4 The minimum insurance cover for loss and damages to physical property, injury and death shall be 10% of the tender cost per occurrence with number of occurrences as 4 (Four). After each occurrence the Bidder shall pay additional premium necessary so as to keep the insurance policy valid always till the defect liability period is over. No payment will be released to the Bidder until the Insurance coverage with the Govt. insurance fund, Maharashtra State is provided and unless the proof of insurance coverage is produced by the Bidder to the Commissioner.

Clause 61: Advance Payments

“The Employer will, if requested by the Contractor, make mobilization advance payments, interest free for first six months, to the Contractor to assist in defraying the initial

expenses that will necessarily be incurred by the Contractor for mobilization and design. After six months, interest equivalent to prevailing prime lending rate of State Bank Of India plus 50 basis point shall be charged on the remaining amount. The contractor may repay the full/part amount at any point of time.

The Employer's Representative shall issue an Interim Payment Certificate for the first installment after

- (i) execution of the Form of Agreement by the parties hereto
- (ii) provision by the Contractor of the Performance Security in accordance with Sub-Clause 4.2 and
- (iii) Provision by the Contractor of an unconditional and irrevocable bank guarantee in amounts and currencies equal to the advance payment. Such bank guarantee shall be issued either by a Nationalized or Scheduled Bank located in India. The issuing branch shall be located in Aurangabad, Maharashtra, and the bank guarantee shall, if invoked, be encashable when presented in the branch office of such bank located in Aurangabad. The guarantee shall remain effective until the advance payments have been repaid, but its amount shall be progressively reduced by the amounts repaid by the Contractor as indicated in Interim Payment Certificates.

The Employer will make payment of the mobilization advance only after the Contractor has fulfilled the following conditions:

- (a) The Preferred Bidder shall sign the Agreement as conforming party to discharge its obligation as stated in the Shareholder's Agreement along with project stakeholders.
- (b) Mobilized the Project Manager for the Contract.
- (c) Established and staffed a completely equipped and functional design office at Aurangabad.

- (d) Mobilized the survey and subsoil investigation crews to the Site and commenced the surveys and subsoil investigations.
- (e) Submitted a list of proposed subcontractors and their respective agreements for approval by the Employer's Representative.
- (f) Submitted the proposed "Submission and Anticipated Approval Program" for construction documents for approval by the Employer's Representative.
- (g) Submitted the proposed construction programme for approval by the Employer's Representative.
- (h) Submitted, for approval by the Employer's Representative, mobilization/ deployment schedules, in the formats provided in document:
 - (i) Contractor's key personnel required for managing, executing and supervising the Works,
 - (ii) Contractor's Plant, Machinery and Equipment required for executing the Works; and
 - (iii) Procurement Schedule for major materials and equipment to be incorporated into the Permanent Works.
- (i) Submitted a Cash Flow Forecast for approval by the Employer's Representative.
- (j) Submitted a list of proposed quarries, suppliers and manufacturers, along with their credentials, for approval by the Employer's Representative.

It is expected that the Contractor will also mobilize sufficient funds, which should normally be not less than the advance provided by the Employer, so that adequate cash flow is maintained at all times during execution. The Contractor is required to maintain liquidity from its own sources, and the advance from the Employer is only intended to facilitate the Contractor's mobilization and enhance activities on Site.

Mobilization Advance

The Employer may pay mobilization advance to the Contractor if the same is requested by the Contractor in writing within three months of the date of notice to proceed with the work, towards costs of mobilization in respect of the contract amount equivalent to 5 (five) percent of the Contract price. Payment of the advance will be due after the recommendations of the Engineer's Representative & certification by the Engineer after:

- (i) execution of the form of agreements by the parties thereto
- (ii) provision by the Contractor of the performance security
- (iii) provision by the Contractor of one or more Bank Guarantees by Nationalized Bank, State Bank of India, or commercial Banks promoted by all India Financial Institutions branch in Aurangabad, in an aggregate amount equal to the advance loan, such Bank Guarantee / Guarantees to remain effective until the advance loan, (part of the advance loan in case the Contractor has submitted more than one Guarantee) has been repaid by the Contractor out of the current earnings and certified by the Engineer. A form of Bank Guarantee acceptable to the Employer is indicated the Tender Document.

The advance loan shall be used by the Contractor exclusively for mobilization in connection with the Works. Should the Contractor misappropriate any portion of the advance loan, it shall become due and payable immediately and no further loan will be made available to the Contractor thereafter.

The mobilization advance shall carry simple interest of 12% per annum subject to the condition that the progress of the work is as per agreed programme. In case of Contractor not maintaining the progress of the work as per the agreed

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programme, the interest on mobilization advance shall be levied at 15 % per annum for the period in which the progress is not maintained. In case the progress is made good as per the programme the rate of interest shall be again at 12% per annum.

The advance loan shall be used by the Contractor exclusively for mobilization of machinery in connection with the Works. Should the Contractor misappropriate any portion of the advance loan, it shall become due and payable immediately and no further loan will be made available to the Contractor thereafter.

The Employer can pay machinery advance to the Contractor if the same is requested by the Contractor in writing within three months of the date of notice to proceed with the work, towards costs of mobilization in respect of the contract amount equivalent to 5 (five) percent of the Contract price. Payment of the advance will be due after the recommendations of the Engineer's Representative & certification by the Engineer after:

- (i) execution of the form of agreements by the parties thereto
- (ii) provision by the Contractor of the performance security provision by the Contractor of one or more Bank Guarantees by Nationalized Bank, State Bank of India, or commercial Banks promoted by all India Financial Institutions branch in Aurangabad, in an aggregate amount equal to the advance loan, such Bank Guarantee / Guarantees to remain effective until the advance loan, (part of the advance loan in case the Contractor has submitted more than one Guarantee) has been repaid by the Contractor out of the current earnings and certified by the Engineer. A form of Bank Guarantee acceptable to the Employer is indicated the Tender Document.

The machinery advance shall carry simple interest of 12% per annum subject to the condition that the progress of the work is as per agreed programme. In case of Contractor not maintaining the progress of the work as per the agreed programme the interest on Mobilization advance shall be levied at 15 % per annum for the period in which the progress is not maintained. In case the progress is made good as per the programme the rate of interest shall be again at 12% per annum.

Recovery of Advances:

The mobilization advance, the additional mobilization advance and the accrued interest shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached 15% of the Contract Price less Provisional Sums and shall be recovered by the time 70 % of the value of work is completed. The mobilization advance and the machinery advance and the interest shall be recovered in equal installments from interim payments .The amount of such installments shall be calculated as per the time of taking of such advances and time of completion of 70% of the work. Failing such repayment the outstanding advance/advances by that date shall be recovered by encashment of the respective bank guarantee/guarantees mentioned above. The Contractor may, at his option, repay the advance loan earlier by increasing the percentage rate of deduction indicated above. If the Contractor furnishes more than one Bank Guarantee, the guarantees will be released by the Employer one by one in such a manner that the total amount of Bank Guarantee left in hand with the Employer will be sufficient to cover the outstanding amount of advance and likely interest thereon.

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Provided that if the advance payments have not been fully repaid prior to

- (i) The time when the total amount of all Interim Payment Certificates reaches seventy percent (70%) of that portion of the Contract Price related to execution of the Works (Works Contract Price) (excluding the advance payments, deductions, repayment of retention and Provisional Sums), or
- (ii) 24 months after the Commencement Date, or
- (iii) Issue of the Taking-Over Certificate for the Works, or
- (iv) Termination under Clauses (as the case may be), whichever event occurs first, then the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer. The Employer may, at its sole discretion, encash the Bank Guarantee given by the Contractor as security for such advance, if the Contractor fails to pay such dues to the Employer within a reasonable time.”

Name of work : Development of Underground Sewerage Collection System for Zone I to VI & Zone Salim Ali, Constructing, Erecting, Testing and Commissioning of Sewage Treatment Plant based on Modern technology at Nakshatrawadi (Kanchanwadi), Banewadi, Siddarth Garden, Zalta, Padegaon, CIDCO (Airport), Construction, Erection, Testing and Commissioning of Sewage pumping stations at Banewadi, Siddarth Garden, Padegaon, Golwadi, Zalta, Ward No. 98 & CIDCO (Airport), Providing, Lowering, Laying, Jointing and Testing Rising Main GRP/DI pipe line from Golwadi SPS to Nakshatrawadi (Kanchanwadi), STP and ward no 98 to STP for Aurangabad City .

Memorandum Showing Items / Materials to be supplied to contractor

SCHEDULE - A

Quantity	Particulars of Materials to be Supplied to Contractor	Rate per Unit	Unit	Place of delivery
NIL	NIL	NIL	NIL	NIL

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Name of work : Development of Underground Sewerage Collection System for Zone I to VI & Zone Salim Ali, Constructing, Erecting, Testing and Commissioning of Sewage Treatment Plant based on Modern technology at Nakshatrawadi (Kanchanwadi), Banewadi, Siddarth Garden, Zalta, Padegaon, CIDCO (Airport), Construction, Erection, Testing and Commissioning of Sewage pumping stations at Banewadi, Siddarth Garden, Padegaon, Golwadi, Zalta, Ward No. 98 & CIDCO (Airport), Providing, Lowering, Laying, Jointing and Testing Rising Main GRP/DI pipe line from Golwadi SPS to Nakshatrawadi (Kanchanwadi), STP and ward no 98 to STP for Aurangabad City .

SCHEDULE - B (IN VOLUME III)

Contractor

Nos. of Corrections

Executive Engineer