

ZILLA PARISHAD,

SHORT TENDER NOTICE

TENDER FORM

Name of Work: SETTING UP OF SEWAGE TREATMENT PLANT (STP) OF ___ KLD CAPACITY AT
___ **(NAME OF THE VILLAGE)** ON THE OPEN TECHNOLOGY

Tender B-1

JUNE-2021

COST PUT TO TENDER- RS._____

OFFICE OF THE

CHIEF EXECUTIVE OFFICER,

Name of Work: SETTING UP OF SEWAGE TREATMENT PLANT (STP) OF ___ KLD CAPACITY AT
___ (NAME OF THE VILLAGE) ON THE OPEN TECHNOLOGY BASIS

Sr No	Particular	Description
1	Estimated cost put to tender	
2	Earnest Money Deposit	
3	Class of Contractor	
4	Cost of Tender Form	
5	Type of Tender	B-1 Tender
6	Pre-bid meeting	

Issued to _____

Registered in class _____

On _____

Vide D.R. No. _____ dated _____

Chief Executive Officer,

1. SHORT TENDER NOTICE

_____ ZILLA PARISHAD

TENDER No:

_____ INVITES TENDERS FOR THE WORKS OF SETTING UP OF SEWAGE TREATMENT PLANT (STP) OF ___ KLD CAPACITY AT ____ (NAME OF THE VILLAGE) ON THE OPEN TECHNOLOGY BASIS

Offers by way of e-tendering (Percentage Rate B-1 Form) are invited by the _____, _____ Zilla Parishad, from Bidders in e-tendering system for following works. Estimated cost including GST Rs. _____

Name of work	Estimated cost (Rs)	Earnest money Deposit 1% (Rs)	Security Deposit (5%) (Rs)	Time limit in calendar months including Monsoon	Defect Liability Period	Cost of Tender Document (Rs.)
SETTING UP OF SEWAGE TREATMENT PLANT (STP) OF ___ KLD CAPACITY AT ____ (NAME OF THE VILLAGE) ON THE OPEN TECHNOLOGY BASIS						

The details of above works, such as Security Deposit, Earnest Money Deposit, Terms & Conditions of the Tender and Schedule B of works, are available on web site www.mahatenders.gov.in

2. Detailed Tender Schedule

Sr. No.	Activities	Date	Time
1	Publishing Date		
2	Document Sale Start Date		
3	Bid Submission Start Date		
4	Pre-bid meeting		
5	Bid Submission End Date		
6	Technical Bid Opening Date		
7	Financial Bid Opening Date		

3. TENDER NOTICE

Name of Work: SETTING UP OF SEWAGE TREATMENT PLANT (STP) OF ___ KLD CAPACITY AT ___ (NAME OF THE VILLAGE) ON THE OPEN TECHNOLOGY BASIS

Sr No	Particular	Description
1	Estimated cost put to tender	
2	Earnest Money Deposit	
3	Class of Contractor	
4	Cost of Tender Form	
5	Type of Tender	B-1 Tender

Notes:-

- 1) The tender application along with the financial bid (BOQ), submitted without essential Technical documents (As mentioned in Notice Inviting Tender), will be rejected. Also documents submitted by Fax will not be accepted. All the copies of the document should be duly attested in original. Experience certificate should be signed not below the rank of Superintending Engineer.

- 2) Cost of Blank Tender Forms & the necessary E.M.D.(as given in Detail Tender Notice) will have to be deposited online through E-Payment in _____name of bank & should be drawn in favour of the CHIEF EXECUTIVE OFFICER _____ copy of the online E-Payment receipt should be submitted in hard copy in a sealed envelope along with the documents necessary for qualifications of Technical Bid, on or before the Time & Date of Bid Submission given as per given schedule. The bank account detail are as follows.
 1. Name Of account holder – _____
 2. Name Of bank- _____
 3. Account No- _____
 4. Branch Name- _____
 5. IFSC Code- _____
 6. MICR Code- _____

Bid Opening will be done in two stages i.e. Technical & Financial. In 1st stage, Technical bid will be opened at the Office of The CHIEF EXECUTIVE OFFICER, _____ ZILLA PARISHAD. After scrutiny & evaluation of all the technical documents submitted & uploaded by the Tenderer, those who qualify the technical bid are only entitled to enter for 2nd Stage i.e. Financial bid which will be held as per given schedule .

- 3) Detailed Tender Notice & Conditions can be seen on the govt. website <http://www.mahatenders.gov.in>.
- 4) Right to reject any or all tenders without assigning any reason is reserved by the competent authority of _____ ZILLA PARISHAD.
- 5) Blank tenders forms will not be issued and accepted by post or courier .
- 6) The offer of the contractor will be valid for 120 days from date of opening of tender.
- 7) The validity of registration should be valid at least till the last date of submission of tender, It is necessary to renew the registration before issue of work order.
- 8) The agency will have to start all the work simultaneously and shall have to complete within the time limit.

Scanned copy of original Declaration in this regard shall be submitted by the Contractor/ Firm in the same form which is attached herewith to be enclosed in original in Envelope No.1 (Declaration regarding installation of modern drum mix plant in specimen proforma attached herewith.)

Chief Executive Officer,

4. LIST OF DOCUMENT OF TO BE SUBMITTED ALONG WITH TENDER

_____ ZILLA PARISHAD

Sr. No.	File Name	Description
1	Tender Fee	Online E-Payment Receipt of Tender fee
2	E.M.D.	Online E-Payment Receipt of EMD
3	Contractor Registration	Registration certificate
4	PAN and GST	PAN and GST registration Certificate
5	Income Tax Returns	Income Tax Returns certificate
6	Technical Staff	List of Technical Staff/manpower/ Employees
7	Equipment & Machinery	Equipment & Machinery Details
8	Detail Tender Form	Detailed Tender Form –B-1 Tender with Sign.
9	Qualification	Qualification certificate issued by
	certificate	Client of similar type of work During last 3 years
10	E.P.F.	E.P.F. registration Certificate
11	Technology provider Agreement if required	

The above said documents No.1 to 10 are to be Scanned and uploaded along with this E-Tender by the contractor himself or his representative and hard copies of document no.1 to 10 must be submitted in a sealed envelope on or before the date & Time of Bid Submission end date, to the office of, CHIEF EXECUTIVE OFFICER,_____ ZILLA PARISHAD.

5. CHECK LIST

List of all documents, forms, statements, specifications, conditions, schedules, drawing etc. which are to be submitted in hard copies along with the documents required as per NIT.

1. Earnest Money Deposit shall be in the form of NEFT/RTGS in Nationalized / Scheduled Bank or in the form of Bank Guarantee, pledged in the name of CHIEF EXECUTIVE OFFICER, __ _____
2. Details of work similar type and magnitude carried out by the Tenderer.
3. Details of other works tendered for and in hand (with value of remaining unfinished work) as on the date of submission of tender.
4. Details of technical personnel of the tender.
5. Copies of certificates if any.
6. Income Tax clearance certificate
7. The contractor should fill in the percentage in B-1 form (BOQ i.e. Financial Bid) in figure and words.
8. Declaration of the contractor
9. Joint Venture not allowed for this Work.

Note: - All above documents including this list must be signed by the tenderer. The Tenderer shall also submit along with the tender, the drawings enclosed herewith, duly signed.

6. DETAILED TENDER NOTICE

1. Earnest Money Deposit – 1% of tender cost
2. Security Deposit – 1% EMD will be converted to Security Deposit and balance 4% will be recovered from R.A. Bills so that 100% security deposit shall be made by the time 50% work is complete, to make up the total security deposit 5%. Total Security Deposit – 5%
3. Validity Period – The offer of the contractor shall remain valid for 120 days from the date of opening of tender.
4. The tender notice shall form a part of the contract agreement.
5. Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/ amendments if any shall be communicated in the form of corrigendum or a by letter as may be considered suitable.
6. Rights are reserved to reject any or all tenders without assigning any reason thereof.
7. Tenders which do not fulfil all or any conditions or are incomplete in any respect are liable to summary rejection.
8. Earnest Money :-
 - a) Earnest Money Deposit shall be in the form of NEFT/RTGS in Nationalized / Scheduled Bank or in the form of Bank Guarantee, pledged in the name of CHIEF EXECUTIVE OFFICER, _____
and copy of the online E-Payment receipt should be submitted in hard copy in a sealed envelope along with the documents necessary for qualifications of Technical Bid, on or before the Time & Date of Bid Submission given as per given schedule. The earnest money shall be refunded in the case of tenderers whose tender are not accepted, except for first three lowest offer. Earnest money of other two lowest bidders & successful bidder will be refunded after completion of contract documents & payment of security deposit by the successful bidder.
 - b) Certificate of exemption from payment of earnest money deposit issued by public works department or any other authorities will not be accepted instead of earnest money deposit.

9. SECURITY DEPOSIT:-

The total security deposit will be 5% of Estimated cost or total accepted tender cost which will be more.

- a) 1% as a E.M.D , of Estimated cost
- b) Remaining 4 % Security Deposit will be recovered through each Running Bill so that 100% security deposit shall be made by the time 50% work is complete, to make up the total security deposit 5%
- c) Security deposit will be refunded as per Clause 1 of B-1 Form.
- d) Stamp Duty necessary for the agreement to be made with the successful bidder (tenderer) & the CHIEF EXECUTIVE OFFICER_____ ZILLA PARISHAD _____ will be borne by the Contractor. The stamp Duty will be Rs. 100.00 for First 10,00,000.00 of the accepted tender Value &Rs. 100.00 for every amount of Rs. 1,00,000.00 after That. The total stamp duty may be in the form of Non Judicial Stamp Papers or paid through' franking.
- e) Additional Security Deposit –
 - 1) In case the contractor has quoted the offer for tender below the estimated cost, then the contractor shall have to pay additional Performance Security in the form of DD/BG of the amount as mentioned below:
 - i. No additional performance security deposit will have to be paid if the tender offer is received up to 1% below the estimated cost, however if the offer quoted is 1.01 to 10% below the estimated cost, then the additional Performance Security amount shall be 1% of the estimated cost.
 - ii. If the offer quoted is more than 10% below up to 15% below the estimated cost, then the additional performance security deposit shall be equal to the amount of percentage more than 10% below + the amount as per (a) above. (For example, if the tender received at 14% below, the additional performance security shall be – up to 10% = 1% + (14% -10%) = 1 + 4 = Total 5% of the estimated cost).
 - iii. If the offer quoted is more than 15% below the estimated cost, then the additional performance security deposit shall be equal to double the amount of percentage more than 15% below + 1% for each percentage beyond 10% up to 15% + the amount as per (a) above. (For example, if tender received at

19%below equal to for first 10% below 1% + (15-10=5) + 2 X (19-15=4)
=1% + 5% +8% = 14%).

- 2) The contractor shall submit the original DD/BG from Nationalized Bank towards additional performance security within 8 working days from the date of opening of financial bid.

10. PERIOD OF COMPLETION :-

_____ Calendar months from date of issue of work order (Including monsoon season) for completion of works, No extension will be granted and compensation on account of delay.

11. QUALIFICATION CONDITION

The intending tenderers shall apply to CHIEF EXECUTIVE OFFICER, _____ along with necessary documents. The right to reject any application without assigning any reason is reserved by the competent authorities of _____ ZILLA PARISHAD

- a. The bidder should be a contractor / service provider / firm.
- b. The bidders registered in state of Maharashtra as micro and small enterprises / start-up / Udyog-aadhar memorandum / civil contractor.
- c. Completion of similar type of works during last five years.

Contractor must have completed work of similar type **Sewage Treatment Plant/ Faecal Sludge treatment plant**) during **last five years** ending last day of month previous to the one in which applications are invited should be either of the following:

a) One similar completed work capacity not less than the work equal to 80% of the capacity (___ KLD) put to tender

OR

b) Two similar completed work capacity not less than the work equal to 50% of the capacity (___ KLD) put to tender

OR

c) Three similar completed work not less than the work equal to 40% of the capacity (___ KLD) put to tender

Similar work defined as Design, Construction, Commissioning and Operation & Maintenance of Sewage Treatment Plant / Fecal Sludge Treatment Plant.

The Tenderers shall provide the information about Experience of having successfully completed similar works as per the qualification criteria above in the Qualification form enclosed. (Statement No III)

The Bidder can propose any treatment scheme in which Sewage treatment process is as per technology list as per Cl. No. 9.1

If the Bidder is proposing proprietary technology not owned by /not licensed to the Bidder, then the Bidder shall include the MoU with the Technology Provider in his Bid as per the format given. Client / End-user certificates shall be enclosed for the proposed technology to demonstrate that Sewage treatment facilities of minimum 10 KLD capacities with natural technology as per cl no. 9.1 have been operating successfully for last 1 year for the nominated technology provider. The reference plants to be working in climatic conditions similar to conditions in Indian Subcontinent.

12. Bid Capacity

- a. The Contractor should have bid capacity equal to or more than estimated cost of Tender. The bid capacity calculation statement in following for submitted along with the application form pre-qualification with necessary documents.

Bid capacity = $A \times N \times 2 - B$.

N = No of years prescribed for completion of the work for which present bids are invited.

A= Maximum value of Civil Engineer Works executed by the Contractor in any one year in previous three years upgraded to present year (i.e. tender expected year) by adding 10% per year from year of execution of that work.

B = Value of existing work commitment on going works (i.e. work in hand).

13. ANNUAL TURNOVER

Turnover during any one year out of last three (2018-19, 2019-20, 2020-21) years should be equal to or more than 75% of the annual outlay of the tender work. Necessary documents should be produced along with the pre-qualification application.

7. ISSUE OF BLANK TENDER FORM

- a) Blank Tender documents will not be sold by this office. Interested contractors have to download tender documents from the website. Blank tender form will not be sent by post.
- b) The blank Tender Document can be downloaded from _____ onwards to _____ till 1700 Hours.

14. LAST DATE OF ONLINE SUBMISSION OF TENDER FORM

The Tender can be uploaded online **as per given in detailed schedule.**

15. DATE OF ONLINE OPENING OF TENDER

Technical opening will be on as per given in detailed schedule, and Financial opening will be done after Technical opening.

16. SUBMISSION OF TENDER

- a) The date and time for online submission of bids (Technical & Financial) shall strictly apply in all cases. The tenderers should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. Offers not submitted online will not be entertained.
- b) If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, client will not be responsible and any grievance regarding that shall not be entertained.
- c) The tender submission will be in two envelopes (Technical Bid & Financial Bid). The technical Bid will be done manually as well as online. Whereas Financial Bidding (BOQ) will be done online only.

The documents mentioned in the NIT must be loaded online as technical Bid. Also the attested copies of documents given as sr.no.1 to7 , along with the copy of the online E-Payment of blank tender form fee & E.M.D receipt ,should be submitted in hard copy in a sealed envelope along with the documents necessary for qualifications of Technical Bid, on or before the Time & Date of Bid Submission given as per given schedule.

- e) The Financial Bidding will be the quoted rate in % above or below the cost put to the tender & will be quoted in the B.O.Q. The BOQ with the quoted rate has to be uploaded

online. The B.O.Q. is excluding of applicable GST and royalty charges. The bidder shall receive GST in addition to the quoted rate as applicable as per actual.

17. OPENING OF TENDER

The online Technical opening will be held in the office of the Chief Executive Officer, _____ ZILLA PARISHAD _____ on as per given schedule. The document submitted in hard copies in Envelop No 1 (Technical Bid) will be verified with the documents uploaded for online Technical bid submission. The tenderers (bidders) whose technical Bid documents fulfil the condition as per given, will only be eligible for the on line Financial opening & the tenders of the tenderers (Bids) who do not fulfil will be rejected . Financial opening will be done online after the Technical opening.

The Financial opening will be done online only. The % rate of the cost put to the tender as mentioned in the BOQ will be arranged automatically by online process & a comparative chart will be prepared. The bidder (Tenderer) who quotes the lowest rate will be declared as successful bidder & may be called for negotiation if required.

18. MANNER OF SUBMISSION OF TENDER & ITS ACCOMPANIMENTS.

The tender would be received in **e-tendering** process which is available on web site.

[http:// www.mahatenders.gov.in](http://www.mahatenders.gov.in)

19. RIGHT TO MODIFY THE TENDER DOCUMENTS

The right is reserved to revise or to amend the contract documents prior to the date of submission of tender or the receipt of the tender or to extend the date said above. Such revisions, amendments or extension if any shall be communicated to all concerned in the form of corrigendum on line or by notice in the press as may be considered suitably.

20. ACCEPTANCE OF TENDER

Right to reject any or all tenders without assigning any reasons is reserved by the competent authority, whose decision will be final and legally binding on the tenderers.

21. INSURANCE POLICY

Contractor shall take out necessary insurance policy / policies so as to provide adequate insurance cover for execution of the awarded contract work from the Director of Insurance Maharashtra State Mumbai – 51 only.

22. WORK CONTRACT TAX

The Work Contract Tax is to the Contractor's account. The tax will be deducted at source by the Account Department _____ ZILLA PARISHAD, _____. as per the directives of the Sales Tax Department in a vogue from time to time during the operation of contract. Work contract tax is not reimbursable.

23. Payment

The tenderers must understand clearly that the rates quoted are for completed work and include all costs due to labour, all leads and lifts involved and if further necessitated, scaffolding plant, supervision, service works, power,

Royalties, octroi taxes etc. And to include all to cover the cost of lighting on night work if any and round the clock work as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained and the tenderers shall not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether member in the employment of any public works department or not) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of the tender.

Payment will be made as per availability of funds from _____ ZILLA PARISHAD, _____'s Office. No extension shall be granted on this ground.

24. ROYALTY FOR THE MATERIALS

During the execution of work or till the completion of work, after completion of defect liability period, if royalty raised by the Dist. Collector / Revenue Dept. amount involved will have to be paid by the Contractor only. Such certificate of payment of royalty or NOC from said Authority is necessary. Without which No Payment of Final bill or Refund of Security Deposit will be made.

25. Any dispute arising between _____ ZILLA PARISHAD , _____ and Contractor as to the contract terms and conditions shall be subject to the _____ Jurisdiction.

26. If it is found that sufficient funds are available and if the contractor delay's work first as per clause 2 of accepted tender the action will be taken. Even after the action as per clause 2 the contractor fails to show proper progress of work, Notice of 10 days will be served on contractor and his registration will be suspended for three years.

27. Mobilization Advance

Mobilization Advance or Advance against material procured on site by contractor will not be given to the Contractor

28. Secured Advance

Secured Advance against steel supplied by the contractor will not be given to the Contractor

29. Bar Chart

The contractor has to submit detailed date wise programme of execution of work duly signed before starting of work.

30. ERASER

Persons tendering are informed that no erasers of any alterations by them in the text of the documents set herewith will be allowed and any such eraser or an alteration will be disregarded. If there is any error in writing, no overwriting should be done but the wrong words or figures should be struck out and the correct one written above or near it in an unambiguous way. Such correction should be initialled and dated. No live electric lines should be allowed to run along the ground in the blasting zone and they should be at least about 10

31. PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR TO PREVENT ACCIDENT:

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

ii) The blasting shed from where the exploder is to finally operated should be at least 150 meter away from the area to be blasted. It should have a strong roof which can with stand the impact of flying stones at this range.

iii) Only trained hands should be allowed to handle explosives, cable detonators etc.

32. TREASURE TROVE:

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

33. AGENT AND WORK ORDER BOOKS

The contractor shall himself engaged an authorized all time representative on the work capable of managing and guiding the work and understand the specifications and contract condition. A qualified and experienced, Engineer shall be employed by the contractor as his agent for technical matters in case the Engineer-in-charge considers this as essential for the work and so directs contractors. He will take orders as will be given by the Executive Engineer or his representative and shall be responsible for carrying them out.

This agent shall not be changed without prior intimation to the Executive Engineer and his representative on the work site. The Engineer-in-charge has the unquestionable right to ask for change in the quality and strength of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer-in-charge. A work order book shall be maintained on site and it shall be the property of the Government and the contractor shall promptly sign orders given therein by the Executive Engineer or his representative and his superior officers and comply with them. The compliance shall be reported by the Contractor to the Engineer in good time so that it can be checked. The blank work order with machine numbered pages will be provided by the Department free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

34. SAMPLES AND TESTING OF MATERIALS

- i. All materials to be used on work, such as cement, lime, aggregates, stone, asphalt, etc. shall be got approved in advance from the Engineer-in-charge and shall pass the tests and analysis required by him, which will be :
 - a. as specified in the specifications of the items concerned and / or
 - b. Red book – Volume 1 & 2 latest edition.
 - c. as specified by the Indian Road Congress Standard specification and code of practice for Road and Bridges or
 - d. I.S.I. Specifications (whichever and wherever applicable) or
 - e. As per M.O.R.T. & H specifications for Roads and Bridges latest edition Section 900 quality control for road work.
 - f. Such recognized specifications acceptable to the Engineer-in-charge as equivalent there to or in the absence of such authorized specifications
 - g. The specifications lay down by Maharashtra Jeevan Pradhikaran.
 - h. Such requirements test and/or analysis as may be specified by the Engineer-in-charge in the order of procedure given above.
- ii. The Contractor shall at his risk and cost make all arrangement and/or shall provide for all such facilities as the Engineer-in-charge may require for collecting, preparing required number of samples for test or analysis at such time and to such places as may be directed by Engineer and bear all such charges, such samples shall also be deposited with Engineer-in-charge.
- iii. The Contractor shall as and when required submit at his cost the samples of materials to be tested or analyzed and if, so directed, shall not make use of or incorporate in the work any material represented by the samples until the required test or analysis have been made and after the test of the materials, finally accepted by the Engineer-in-charge
- iv. The contractor shall not be eligible for any claim or compensation either rising out of any delay in the work or due to any corrective measure required to be taken on account of and as a result of testing of the materials.
- v. The contractor or his authorized representative will be allowed to remain present in the Department laboratory which testing the samples furnished by him. However the results of all the tests carried out in the Departmental laboratory whether in the presence or in absence of the contractor or his authorized representative will be binding on the contractor.

vi. Quality Control Tests: -

In case of material procured by the contractor, testing as required by the Codes and Specifications shall be arranged by him at his own cost. Testing shall be done in the presence of authorized representative of the Engineer in charge, at the nearest approved laboratory. If additional testing other than as required by specification is ordered, the testing charges shall be borne by the Zilla Parishad, in case the test results are satisfactory and by the contractor if the same are not satisfactory.

vii. In case of materials specified by the Government, if the contractor demands certain testing, the charges thereof shall be paid by the contractor if the testing results are satisfactory and the Department if the same are not satisfactory.

viii. Contractor shall have testing machinery/apparatus in his possession.

35. QUALITY CONTROL ON WORKS AND MATERIALS

The Contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate set up for ensuring the same.

36. Zilla Parishad will make available motorable road, electricity supply and water (potable and for construction) upto the project site.

37. MISCELLANEOUS

1. For providing electric wiring or water lines etc. recesses shall be provided if necessary through walls, slabs, beams etc. and later on refilled it with bricks or stones, chipping cement mortar without any extra cost.
2. In case it becomes necessary for the due fulfilment of contract for the Contractor to occupy land outside the Department limits, the Contractor will have to make his own arrangements with the land owners and pay such rents, if any, are payable as mutually agreed between them.
- 3 The Contractor shall duly comply with the provision of the Apprentices Act 1961 (iii of 1961) and the rules and orders made there under from time to time under the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and Rules.

4 It is presumed that the Contractor has gone carefully through the Standard Specification (Vol. I & II 1981 Edition) M.O.R.T. & H specifications (edition 2001) and Schedule of Rate of the division, and studied the site conditions before arriving at rates quoted by him. The special provisions and detailed specification of wording of any item shall gain precedence over the corresponding contrary provisions (if any) in the standard specification given without reproducing the details in contract. Decision of Engineer-in-charge shall be final in case of interpretation of specification.

5 If the standard specifications fall short for the items quoted in the schedule of this contract reference shall be made to the latest Indian Standard specifications, I.R.C. codes. If any of items of this contract do not fall in reference quoted above, the decision and specifications as directed by the Engineer-incharge shall be final.

6 The stacking and storage of building materials at site shall be in such a manner as to prevent deterioration or inclusion of foreign materials and to ensure the preservation of the quantity, properties and fitness of the work. Suitable precautions shall be taken by Contractor to protect the materials against atmospheric action fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil, heavy materials shall be stored on paved platforms. Suitable separating barricades and enclosure as directed shall be provided to separate materials brought by contractor and from different sources of supply

CHIEF EXECUTIVE OFFICER,

STATEMENT II

DETAILS OF PLANT AND MACHINERY IMMEDIATELY WITH THE TENDERER FOR THE USE OF THIS WORK

Sr. No.	Name of Equipment	No. of plants	Kind & make	Capacity	Age condition	Present location & condition	Remark
1	2	3	4	5	6	7	8

STATEMENT III

DETAILS OF WORK OF SIMILAR TYPE & MAGNITUDE CARRIED OUT BY THE TENDERER.

Sr. No	Name of work	Cost of work	Date of starting of work	Stipulated date of completion	Actual date of completion	Time in which completed	Remarks
1	2	3	4	5	6	7	8

STATEMENT IV

DETAILS OF PERSONNELS WITH THE TENDERER

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

STATEMENT V

STATEMENT SHOWING COST OF WORKS EXECUTED/COMPLETED IN LAST THREE YEARS
(YEARWISE)

Sr. No.	Name of work	Years	Year wise cost of work Executed			Remarks
			2017-18	2018-19	2019-20	
1	2	3	4	5	6	7

STATEMENT VI

TURNOVER & attested CA certificate to be attached

9. DECLARATION OF THE CONTRACTOR

I/We _____

Here by declared that I/We have made myself/ ourselves thoroughly conversant with the subsoil conditions, Local conditions regarding all materials (Such as Stone, Murum, Sand, etc.) and labour of which I/We have based my/Our rates for this work. The specification, conditions, bore results and lead of materials on this work have been carefully studied & under stood by me/Us before submitting this tender. I/We undertake to use only the best materials approved by the CHIEF EXECUTIVE OFFICER or his duly authorized assistant, before starting the work & to abide by his decision.

Signature of
Contractor(s)

10. FORM B-1 TENDER

General Rules and Directions for the Guidance of Contractor

1. All the works proposed to be executed by contract shall be noticed in a form of innovation to tender pasted on a notice board hung up in the office of the CHIEF EXECUTIVE OFFICER,
_____ ZILLA PARISHAD _____ and signed by the CHIEF EXECUTIVE OFFICER _____ ZILLA PARISHAD _____.

This form will state the works to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether 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 CHIEF EXECUTIVE OFFICER _____ ZILLA PARISHAD _____ for the purpose of identification and shall also be open for inspection by Contractors at the office of the CHIEF EXECUTIVE OFFICER/ Municipal Engineer, _____

_____ ZILLA PARISHAD _____ during office hours. Where the works are proposed to be executed according to the specifications recommended to contractors and approved by a competent authority on behalf of the _____ ZILLA PARISHAD _____ (_____), such specification with designs and drawings shall form part of the accepted tender.

It shall be signed on behalf of the company by person holding of attorney authorizing him to do so.

2.i)The Contractor shall pay along with the tender the sum of Rs. Equal to _% of Estimate cost as shown in tender notice and by way of earnest money online. The said amount of earnest money shall not carry any interest whatsoever.

(ii) In the event his tender being accepted, subject to the provisions of sub-clause (iii) below, the said amount of earnest money shall be appropriated

towards the amount of security deposit payable by him under condition of General Conditions of Contract.

(iii) If, after submitting the tender the Contractor withdraws his offer or modifies the same, or if after the acceptance of his tender, the Contractor neglects to furnish the balance amount of security deposit without prejudice any other rights and powers of the CHIEF EXECUTIVE OFFICER, _____ ZILLA PARISHAD , _____ here under or in law, CHIEF EXECUTIVE OFFICER, _____ ZILLA PARISHAD , _____ shall be entitled to forfeit the full amount money deposited by him.

(iv} In the event of his tender not being accepted, the amount of earnest money deposited by the Contractor shall, unless it is prior there to forfeited under the provisions of sub-clause (iii) above be refunded to him on his passing receipt therefor.

3. Receipts for payments mode on account of any work, 'when executed by a Successful bidder, should also be signed by the person in whose favour power of Attorney executed to do so except where the Tenderer as as described in the tender.

4. Any person who submits a tender shall fill up the usual printed form stating at what rate below, at par or above the rates specified in Schedule "B" (Memorandum showing items of work to be carried out) agency / company is willing to undertake the work. Only one rate or such percentage rate over or at par or below the estimated cost put to tender. Tender who propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work for which contain any other condition of any sort will be liable to rejection.

5. The CHIEF EXECUTIVE OFFICER, _____ ZILLA PARISHAD , _____ or his duly authorized Assistant with tender Opening Committee shall open tenders in the presence of the bidders who have submitted their tender or their representatives who may be present at the time. In the event of tender being accepted , the tenderer shall, for the purpose of identification, sign copies of the specification and other documents mentioned In Rule 1. In the event of tender being rejected, the ___ Officer shall authorized to refund the

amount of earnest money deposited to the Contractor making the tender, in his giving a receipt for the return of the money.

6. The CHIEF EXECUTIVE OFFICER, ___ _____ ZILLA PARISHAD _____ _ shall have right of rejecting all or any of the tenders without assigning any reason thereof.

7. No receipt for any payment alleged to have been made by a tenderer in regard to any matter relating to this tender or the contract shall be valid and binding on the

___ unless it signed by the CHIEF EXECUTIVE OFFICER ___ _____ ZILLA PARISHAD _____

8. All works shall be measured net by standard measure and according to the rules and customs of the PWD / MJP and without reference to any local custom.

9. Under no circumstances shall any Contractor be entitled to claim enhanced rate for Items in this contract.

10. Every registered contractor should produce along with his tender, Certificate of Registration as approved Contractor in the approved class and renewal of such registration with date of expiry.

11. All corrections and addition or pasted slips should be initialled.

12. The measurements of work will be taken according to the usual methods in use in the Department and no proposals to adopt alternative methods will be accepted. The CHIEF EXECUTIVE OFFICER ___ _____ ZILLA PARISHAD _____ decision to what is "the usual method in use will be final"

13. A tendering Contractor shall furnish a declaration along with a tender showing all works for which for he has already entered into contact and the value of the work that remains to be executed in each case on the date of submitting the tender.

14. Every tenderer shall furnish along with the tender, information regarding the Income Tax Circle or Ward of the District in which their income tax returns are furnished.

15. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the ___ for the purchase of plant and machinery required for the execution of the work contracted for {GCM/PWD/CFM/1058/62517 dt. of 26.9.1959}.

16. The tenderer 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 departmental person. No materials will be allowed to be removed from the site of works.

17. The tenderer shall also give a list of machinery in their possession on which they propose to use on the work.

18. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favor under the provisions of Contract Labour (Regulation and Abolition) Act,1973 before starting work falling which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to ____ .

19. The tenderer shall comply with the provision of Apprentices Act, 1961 and the rules and order issued there under from time to time. If he fails to do so his failure will be breach of the contract and the **Chief Executive Officer, ___ Zilla Parishad** may in his discretion cancel the contract. The tenderer shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

20. The contractor shall provide utility service of Jeep, Computer, necessary survey instruments etc. as per direction of CHIEF EXECUTIVE OFFICER ____
_____ ZILLA PARISHAD _____ DIST - _____ .

MEMORANDUM			
a)	Name of Work - SETTING UP OF SEWAGE TREATMENT PLANT (STP) OF ___ KLD CAPACITY AT ___ (NAME OF THE VILLAGE) ON THE OPEN TECHNOLOGY BASIS		
b)	Estimated Cost: -	Rs.	
c)	Earnest Money: - 1%	Rs.	c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 206 and 207 of the M.P.W. Manual
d)	Security Deposit:- 5%	Rs.	d) This deposit shall, be in accordance with paras 213 and 214 of the M.P.W. Manual
Total 5% of accepted tender cost.			
	i)	security deposit 5% of estimated cost put to tender or accepted tender cost whichever is higher shall be in form of FDR from any Nationalized / Scheduled Bank or Bank Guarantee	
	ii)	Balance 4% amount of Security deposit, will be recovered through each Running Bill	
e)	Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit by the time, halt the	e) This percentage where no security deposit is taken, will vary from 5 % to 10 % according to the requirement of case where security deposit is taken see note to clause 1 this condition of Contractor	
ADDITIONAL SECURITY DEPOSIT PERFORMANCE SECURITY			
	•	If the tenderer has quoted the offer below than the estimated rates put to the tender, the tenderer shall have to submit Additional Security Deposit (ASD) ((Performance Security) in the form of Bank Guarantee of any Nationalized or scheduled bank in favour of the Chief Officer, NAGAR PANCHAYAT, _____ payable at _____	
	•	The scanned copy the Bank Guarantee (the ASD) shall be uploaded and submitted in envelope no, 2 through e-tendering process. It is mandatory to each tenderer that he shall submit sealed envelope bearing name of agency, name of work and tender notice number which contains the original Bank Guarantee (for which the photocopy has been submitted online as above) This envelope shall be submitted to office of the Chief Executive Officer , _____ Zilla Parishad, within 10 working days from the date of opening of financial	

		bid. Amount of the (ASD) Bank Guarantee shall be calculated by the tenderer in accordance with the following manner.
	It the tenderer has quoted below to the estimated rates, the additional security deposit (performance Security) shall be paid additionally as mentioned below.	
	Rate Quoted to estimated rate	Additional Security Deposit (Performance Security)
	Below 0 to 1%	Nil
	Below 1% to 10%	the additional Performance Security amount shall be 1% of the estimated cost.
	Between 10% to 15%	the additional performance security deposit shall be equal to the amount of percentage more than 10% below + the amount as per (a) above. (For example, if the tender received at 14% below, the additional performance security shall be - up to 10% = 1% + (14% -10%) = 1 + 4 = Total 5% of the estimated cost).
	Below15%	the additional performance security deposit shall be equal to double the amount of percentage more than 15% below + 1% for each percentage beyond 10% up to 15% + the amount as per (a) above. (For example, if tender received at 19%below equal to for first 10% below 1% + (15-10=5) + 2 X (19-15=4)) =1% + 5% +8% = 14%).
	<p>The Bank Guarantee shall be valid up to defect liability period of the tender. It should bear MICR and IFC code.</p> <p>After opening the envelope no.1, if it is found that the tenderer is not qualified for opening of envelope no .2, then his Bank Guarantee shall be returned within 10 working days. Also, after opening envelope no.2, except the Bank Guarantee of 1st and 2nd lowest bidders, the Bank Guarantees of other bidders shall be returned within 10 working days.</p> <p>Bank Guarantee of the 2nd lowest bidder shall he returned within 3 working days after the issue of work order to the 1st lowest bidder.</p> <p>In case, it is found that the documents/ Bank Guarantees submitted by the tenderer a false or misleading his earnest money shall be</p>	

forfeited. Also, the registration of the tenderer shall be suspended for the period of 1 year. Additionally, legal action may be initiated against the tenderer.

The work order shall be given to the concerned tenderer after the clearance of the Bank Guarantee submitted by him.

**REFUND OF ADDITIONAL
SECURITY DEPOSIT
(PERFORMANCE SECURITY)**

The amount of the performance security in the form of Bank Guarantee shall be released after completion of defect liability period of the tender.

Non- submission of additional security deposit in the form of Bank Guarantee shall be liable to summarily rejection of his tender.

Time allowed for the work from date of written order to commence. 4 (four) Calendar Months + 2 (two) Calendar months for trial and run. (Including monsoon)

Defect liability period shall be 6 months after trial run

11. CONDITIONS OF CONTRACT

(Modification as per the GR PWD NO. CAT-1087/ CR- 94/Bldg-2, dated 14.6.1989)

<p>Clause 1 : The person / person whose tender may be accepted (here in after <i>Security Deposit</i> called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) shall (A) within ten days (which may be extended by the Chief Officer concerned up to 15 days if the Chief Officer 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 in Cash or Government securities endorsed to the Engineer in charge (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or (B) (permit Council at the time of making any payment to him for work done under the contract to deduct such sum as will amount to 4.5% of all moneys so payable; such deductions to be held by Council by way of security deposit). Provided always that in the event of the Contractor depositing a lumpsum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not to 4% of the total estimated cost of work or tendered cost whichever is higher, it shall be lawful for Council at the time of making any payment to the contractor for work done under the contract to make-up the full amount of Four (4) percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount to the security deposit is made up. All compensation or other sums of moneys payable the contractor to Council under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may become due by Council to the contractor under any other contract or transaction on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid or Bank Guarantee issued by bank for any sum or sums which may have been deducted from or raised by sale of his security deposited or any part thereof The Security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.</p> <p>If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid the tender/contract already accepted shall be considered as cancelled and legal steps taken against the Contractor for recovery of the amounts.90% of security deposit of total tender cost shall be refunded along with payment of final bill, at the same time contractor will have to submit bank guarantee of 50% of security deposit amount for a period of five years after commissioning of scheme. Remaining 10% will be released after expiry of defect liability period. In the event of Contractor failing or neglecting to complete rectification work within the period upto, 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 Council shall be adjusted towards the excess cost incurred by the Council on rectification work.</p>	
<p>Clause 2: The time allowed for carrying out the work as entered in the agreement shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be essence of the contract on the part of the Contractor) and the Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Chief</p>	

<p>Officer (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tender for everyday that the work remains uncompleted 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, for complete minimum quantum of work as compared to accepted tender cost as stated below.</p> <p>¼ of the work in ¼ of the time. ½ of the work in ½ of the time. 3/4 of the work in ¾ of the time. Full work in 12 (Twelve) months including monsoon</p> <p><i>Note: The quantity of the work to be done within a particular time to be specified above shall be fixed by an Officer competent to accept the contracts after taking into consideration the circumstances of each case. And insert in the blank space kept for the purpose.</i></p> <p>In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as Chief Officer (whose decision in writing 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% of the estimated cost of the work as shown in the tender. Chief Officer should be the final authority in this respect, irrespective of the fact that tender is accepted by State level technical Committee. However Chief Officer shall seek the consent of the and/or approval of the State level technical committee.</p>	
<p>Clause 3: If any clause 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 instalment) 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 Council shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Council To rescind the contract (for which rescission notice in writing to the Contractor under the hands 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 Council</p>	<p><i>Action when whole of security deposit is forfeited</i></p>
<p>To carry out the work or any part of the work departmentally debiting the Contractor with the cost of the work, expenditure incurred on tools, plant and charges on additional supervisory staff including the cost of work- charged establishment employed for getting unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his contract. The certificate of the Engineer in- charge as to the cost and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the Contractor.</p> <p>The order that work of the Contractor be measured up and take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work-charged establishment and the cost of the work executed by the new contract agency will be debited to other contractors and the value of the work done or executed through the new contractor shall be credited to the Contractor in all respects and in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Engineer in-charge as to all the costs of the work and other expenses incurred as aforesaid for getting the unexecuted Work done by the new contractor and as to the value of the work so</p>	

<p>done shall be final and conclusive against the Contractor.</p> <p>In case the contractor shall be rescinded under clause (a) above, the contractor shall not be entitled to recover or to be paid, any sum for any work therefore actually performed by him under this contract unless and until the Engineer in charge / Chief Officer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by Council under the contract or otherwise however or from his security deposit or the sale proceeds thereof provided however that the contractor shall have to claim against Council event 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 clauses (a), (b) and (c) is adopted by the Council the contractor shall have no claim to compensation for any loss sustained by him by reason of not 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. The extra cost involved in the completion of the balance work carried out through the other contractor under.</p>	
<p>Amount of 3 (c) shall be recoverable from the contractor over and above the compensation levied under Clause 2 and the Security Deposit shall be apportioned against the total recoveries for this purpose also</p>	
<p>Clause 4: If the progress of the any particular portion of the work is unsatisfactory, the Council shall not be withstanding that the general progress of the work is in accordance with the condition mentioned in clause 2 be entitled to take action under clause 3(b) after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action</p>	<p><i>Action when the progress of any particular portion of the work is unsatisfactory</i></p>
<p>Clause 5 : In any case in which any of the powers conferred upon Council by Clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute waiving of any of the conditions hereof the such powers shall not withstanding be exercisable in the event of any future case of default by the contractor for under any clauses 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 Council 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 plants, materials and stores, in or upon the work or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in the case of contract rates not being applicable at current market rates to be certified by the Council whose certificate thereof shall be final. In the alternative the Council may after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises within a time to do specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Council may remove them at the contractor"s expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Council as to the expenses of any such removal and the amount of the proceeds and expense of any such shall be final and conclusive against the contractor.</p>	<p><i>Contractor liable to pay compensation if action not taken under clause 3 and 4</i></p>
<p>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</p>	<p><i>Extension of time</i></p>

<p>ground, he shall apply in writing to the Council before the expiration of the period stipulated in the tender on before the expiration of 30days from the date on which he was hindered as aforesaid or on which the cause for asking extension occurred, whichever is earlier and the Council or in the opinion of Chief Officer, as the case may be, if in his opinion, there were reasonable grounds for granting the extension, grant such extension as he think necessary or proper. The decision of the Council in this matter shall be final.</p>	
<p>Clause 7 : On the completion of the work the contractor shall be furnished with a certificate by the Council(hereinafter and hereinbefore called the Engineer-in- charge) of such completion but neither 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 , tools, plants and equipments and shall have cleaned off the dirt from all woodwork, doors, windows, walls, 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 subordinate until they have received approval of the Engineer-in-charge the said measurements being binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning off the dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor, remove and rubbish and dispose of the same as the thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding tools and plants equipments or surplus materials as aforesaid except for any sum actually realized by the sale thereof</p>	<p><i>Final Certificate</i></p>
<p>Clause 8: No payment shall be made for any work estimated to cost less than Rupees one thousand till 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 then approved recommended by the Engineer-in-charge, whose certificate of such recommended and passing of the sum of 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 payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge for requiring any bad. unsound, imperfect or unskilful 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 affect in any other way the powers of the Engineer-in- charge as to the final settlement and adjustment of the accounts or otherwise or is any other way very or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise the Engineer-in-charges certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties</p>	<p><i>Payment on intermediate certificate to be regarded as advance</i></p>
<p>Clause 9: The rates for several items of works estimated to cost more than 1000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specification. In cases where the items of work not accepted as so completed by the Engineer- in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills</p>	<p><i>Payment at reduced rates on account of items of work not accepted as completed, to be at the discretion of the Engineer- in-charge</i></p>

<p>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 measurements for the purpose of having the same verified and the claim, so far as it is admissible shall be adjusted and paid if possible within ten 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 list which shall be binding on the contractor in all respects</p>	<p><i>Bills to be submitted monthly</i></p>
<p>Clause 11: The contractor shall submit all bills on the printed forms to be had on <i>Bills to be on printed form</i> application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work</p>	
<p>Clause 12 : If the specification or estimate of the work provides for the use of any <i>Stores supplied by MC</i> special description of materials to be supplied from the store of the Council or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and 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 the contractor under the contract or otherwise or from the security deposit or the proceeds of sale thereof if the security deposit is held in Government Securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Council and shall not be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-charge. Any such materials issued at cost but remained unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Council, store if the Engineer-in-charge so required by a notice in writing given under his hand, but the contractor shall not be entitled to return any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or, damage to any such materials. The contractor shall, however return all unused material at the time of completion, which was issued to him free of cost by the Engineer in charge and which has remained surplus with the contractor after accounting for the actual utilization of such material from the total quantity that was issued by the Engineer in charge. Cost of any material issued free of cost by the engineer and which has remained surplus with the Engineer from the contractor as mentioned in Schedule – „A“</p>	
<p>Clause 12 (A): All stores of materials such as cement, steel etc. supplied to the contractor by Council should be kept by the contractor in a separate store near the work site under lock and key and will be accessible for inspection by the Council or his agent at all the times</p>	<p><i>Storage of controlled material</i></p>

<p>Clause 13: The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and every other respect in strict order accordance. 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-in- charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office or on the site of the work, during office hours. The contractor will be entitled to receive one sets of contracts drawing and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further, copies of the contract drawings and working drawings if requires by him shall supplied at the rate of ` 2000/- per set of contract drawings and ` 100/- per working drawing except where otherwise specified</p>	<p><i>Works to be executed in accordance with specifications drawings</i></p>
<p>Clause 14 : The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawing, design and instructions that may appear to him to be necessary or contracts, advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Division with due consideration for leads and lifts involved for materials and labour or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower However, if the Engineer-in-charge is not empowered by Council to approve the rates of such additional or altered work then as far as possible he shall obtain prior approval to the changes and to the rates payable for such changes from competent authority of Council not entered in before ordering the Contractor to take up the alternation/ additional work. If the additional or altered work for which no rate is in the schedule or rates of the Division, is ordered to be carried out before the rates are agreed upon then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-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 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 the work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned then in such case he shall only be entitled to be paid in respect of the work or incur any expenditure in regard there to before the rates shall have been determined as lastly 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 the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in- charge. In the event of a dispute the decision of the Chief Officer will be final.</p>	<p><i>Alteration in specifications & designs not to invalidate</i></p>
<p>Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender. The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the</p>	<p><i>Extension of time in consequences additions or alterations</i></p>

<p>certificate of the Engineer-in-charge as to such proportion shall be conclusive</p>	
<p>Clause 15:</p> <p>i. If at any time after the execution of the contract documents the engineer shall for any reason what so ever (other than default on the of the contractor for which the Council is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period of that the whole or part of the work should not be carried 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 or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the Contractor. The Contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment except to the extent specified hereinafter. 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 for as it pertains to the unexecuted part of the work by giving a 10days prior notice in writing to the Engineer within 30days 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 and to pay final bill. Upon giving such notice the Contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the Contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the Contractor. Such payment shall not in any manner prejudice the</p>	<p><i>No claim to any payment or compensation for alteration in or restriction of Work except specified in this clause</i></p>
<p>right of the Contractor to any further compensation under the remaining provisions of this clause.</p> <p>iii. Where the Engineer in-charge requires the Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of peculiarly loss suffered by him in respect of working machinery rendered idle on the site or on the account of his having had to pay the salary or wages to labour engaged by him during the said period of suspension, provided always that the Contractor shall not be entitled to any claim in respect of any such working machinery salary or wages for the first 30 days whether consecutive or in the aggregate of any suspension whatsoever occasioned by unsatisfactory work or other default on his part. The decision of the Engineer- in -charge in this regard shall be final and conclusive against the Contractor.</p> <p>In the event of any total stoppage of work on notice from the Engineer under sub-clause in that behalf.</p> <p>Withdrawal by the Contractor from the contractual obligation to complete the</p>	

<p>remaining un-executed work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.</p> <p>Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitutions in the specifications, drawings, designs or instructions under Clause 14 where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the item specified in the tender is more than ` 5,000/-</p> <p>It shall be open to the Contractor within 90 days from the service of the notice of stoppage of work or the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or notice under Clause 14(i) 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 required the Council to take over on payment such material at the rates determined by the Engineer, provided, however, that such rates shall in no case exceed the rates at which the same was acquired by the Contractor. The Council shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.</p>	
<p>Clause 15 A: The Contractor shall not be entitled to claim any compensation from MMC for the loss suffered by him on account of delay by Council in the supply of materials entered in Schedule „A“ where such delay is caused by.</p> <p>i) Difficulties relating to the supply of railway wagons. ii) Force majeure. iii) Act of God.</p>	<p><i>No. claim to compensation on account of loss due to delay in supply of material by MC</i></p>
<p>Act of enemies of the State or any other reasonable cause beyond the control of ZILLA PARISHAD.</p> <p>In the case of such delay in the supply of materials, Council shall grant such extension of time for the completion of the works as shall appear to the Council to be reasonable in accordance with the circumstances of the case. The decision of the Council as to the extension of time shall be accepted as final by the Contractor.</p>	
<p>Clause 16: Under no circumstances whatsoever shall the Contractor be entitled to any compensation from Council on any account unless the Contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the date of such claim occurring.</p>	<p><i>Time limit for unforeseen claims</i></p>
<p>Clause 17 : If at any time before the security deposit or any part thereof is refunded to the Contractor it shall appear to the Engineer-in-charge or his subordinate -in-charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or quality is inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required</p>	<p><i>Action and compensation payable in case of bad work</i></p>

<p>shall remove the materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for everyday not exceeding 10 days during which the failure so continues and in the event of any such failure the Engineer-in-charge may rectify or remove and re execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor. Should the Engineer in charge consider that any such inferior work or materials as prescribed above may be accepted or made use of, it shall be within his discretion to accept the same reduced rates as he may fix therefore</p>	
<p>Clause 18: All work under or in course of execution or executed in pursuance of the contract shall at all times be open to 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 reasonable notice of the intention of the Engineer-in-charge and his subordinates to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor"s duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.</p>	<p><i>Work to be open to inspection. Contractor or responsible agent to be present</i></p>
<p>Clause 19 : The Contractor shall give not less than fivedays"notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or placed 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 the Engineer-in- charge or his subordinate in-charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained, the same shall be uncovered at the Contractor"s expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.</p>	<p><i>Notice to be given before work is covered up</i></p>
<p>Clause 20 : If during the period as listed below, from the date of completion as certified by the Engineer-in-charge pursuant to Clause 7 of the Contract or for the period as mentioned below after commissioning the work whichever is earlier in the opinion of the Engineer in-charge, the said work is defective in any manner whatsoever the contractor, shall forthwith on receipt of notice in that behalf from the Council, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the Council. In the event of the Contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and/ or to complete the same as aforesaid as required by the same notice, the Council may get the same.</p>	<p><i>Contractor liable for damage done and for imperfections</i></p>
<p>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 Council the amount of such costs, charges and expenses sustained or</p>	

<p>incurred by the Council of which the certification of the Council shall be final and binding on the Contractor, Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the Contractor failing or neglecting to pay the same no demand as aforesaid without prejudice to any other rights and remedies of the Council, the same may be recovered from the Contractor as arrears of land revenue. The Council, shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Council to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by the Council. During defect liability period, the work of daily maintenance and general repairs and expenses thereon would be out of scope of the tender. However, if any defects in the sub work or in the material are found, the same will be rectified by the Contractor at his cost and will be binding on him, failing to which legal action would be taken as per tender clauses. Ten percent amount will be withheld from security deposit depending upon the nature of work, till the defect liability period is over.</p>	
<p>Civil Components</p>	<p>_____ Years</p>
<p>Electro-mechanical components</p>	<p>_____ Years</p>
<p>The instructions contained in the Government of Maharashtra (Public Works Department) Resolution dated 14th June, 1989 shall henceforth be applicable to all the works for which defect liability periods have been specified as above.</p>	
<p>Clause 21 : The Contractor shall supply at his own cost all material (except such special materials, if any, as may in accordance with the contract be supplied from the Council stores), plant, tools, appliances, implements, ladders, tackles, scaffolding and temporary works requisite or proper execution of the work, in the original, altered or substituted from the weather included in the specification or other documents forming part of the contract of referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer in charge as to any matter as to which under these conditions he is entitled to as satisfied or which he is entitled to require together with the carriage therefore to and from the work.</p>	<p><i>Contractor to supply plant, ladders, scaffoldings, etc. And is liable for damages arising from non-provisions of lights, fencing, etc.</i></p>
<p>The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, Failing which the same may be provided by the Engineer-in-charge at the expense of the Contractor and 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 a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceedings that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit action or other legal proceedings that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with consent of the Contractor be paid for compromising any claim by any such person.</p>	

List of machinery in contractor's possession and which he proposes 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 herewith.	<i>Liability of Contractors for any damage done in or outside the work area</i>
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 allowed except.	
i) Under the supervision of a competent and responsible person, and 79	
ii) As far as possible by competent workers possessing adequate experience in this kind of work.	
c) All scaffolds and appliances connected herewith and ladders shall	
i) be of sound material	
ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and	
iii) be maintained in proper condition.	
d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.	
e) Scaffolds shall not be over - loaded and so far, as practicable the load in consequence of normal use	
<ul style="list-style-type: none"> • Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds. • Scaffolds shall be periodically inspected by a competent person. • Before allowing a scaffold to be used by his workmen the Contractor shall whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified. • Working platform, gangway, stairways shall: - <ul style="list-style-type: none"> 1) Be so constructed that no part thereof can sag unduly or unequally. 2) 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 3) Kept free from any unnecessary obstruction. • In the case of working platform, gangways, working places and stairways at a height exceeding 2 meters (to be specified). <ul style="list-style-type: none"> • every working platform, gangways shall be closely boarded unless other adequate measures are taken to ensure safety, • every working platform, gangway shall have adequate width, and • every working platform, gangway, working place and stairway shall be provided with railing/ barricading • Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or material. • When persons are employed on a roof where there is a danger of falling from 	

<p>the height exceeding 3 meters (to be specified) suitable precautions shall be taken to prevent the fall of persons or material</p> <ul style="list-style-type: none"> • Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from scaffolds or another working place • Safe means of access shall be provided to all working platforms and other. • The Contractor will have to make payments to laborers as per Minimum Wages Act. 	
<p>Clause 21 B: The Contractor shall comply with the following regulations as regards the Hoisting appliances to be used by him.</p>	<p><i>Employment of female labor work on Sunday</i></p>
<p>a) Hoisting machines and tackles, including their attachments, anchorages and supports shall.</p>	
<p>i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and</p>	
<p>ii) be kept in good repairs and in good working order.</p>	
<p>b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.</p>	
<p>c) Hoisting machines and shackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the Council.</p>	
<p>d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as means of suspension shall be periodically examined.</p>	
<p>e) Every crane driver or hoisting appliance operator shall be properly qualified.</p>	
<p>f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold, which gives signals to the operator.</p>	
<p>g) In case of every machine and every chain, ring, hook, Shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means.</p>	
<p>h) Every hoisting machine and all gear referred to in proceeding regulation shall be plainly marked with the safe working load</p>	
<p>i) In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated.</p>	
<p>j) No part of any hoisting machine or any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.</p>	
<p>k) Motors, gearing, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards.</p>	
<p>l) Hoisting appliances shall be provided with such means, which will reduce to minimum, and the risks of the accidental descend of load.</p>	
<p>m) Adequate precaution shall be taken to reduce to a minimum the risk of any part for any damage done in or outside the work.</p>	
<p>Clause 22: The Contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permission from the Council. When such permission is given and also in all cases when destroying, cut or dug up trees, brushwood, grass, etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.</p>	<p><i>Measures for prevention of fire.</i></p>

<p>The Contractor shall make his own arrangements for drinking water for the labor employed by him.</p>	
<p>Clause 23 : Compensation for all damages done intentionally or unintentionally by Contractor"s labour whether in or beyond the limits of the Council property including any damage caused by the spreading of fire mentioned Clause 22 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 Chief Officer 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 damage in the manner prescribed in Clause</p>	<p><i>Liability of Contractor for any damage done in or outside work area.</i></p>
<p>1 or deducted by the Engineer-in- charge from any sums that may be due or become due from Council to Contractor under this contract or otherwise. The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence</p>	
<p>Clause 24: The employment of female laborers on works in neighborhood of soldier"s barracks should be avoided as far as possible.</p>	<p><i>Employment of female labor</i></p>
<p>Clause 25: No work shall be done on Sunday without the sanction in writing of the Engineer-in-charge</p>	<p><i>Work on Sunday</i></p>
<p>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 proceedings to get himself adjudicated and insolvent or make any composition with his creditors or attempt so to do so or if bribe, gratuity, gift, loan, perquisite, reward of advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of</p>	<p><i>Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a Public Officer or if Contractor becomes insolvent.</i></p>
<p>Council in any relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract, and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Council and the same consequences shall ensure as if the contract had been rescinded under Clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work there of actually performed under the contract.</p>	
<p>Clause 27: All sums payable by a Contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Council without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained</p>	<p><i>Sum payable by way of compensation to be considered as reasonable without reference to actual loss</i></p>
<p>Clause 28: In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the Contractor to the Engineer-in-charge for his information.</p>	<p><i>Changes in the constitution of the firm to be notified.</i></p>

<p>Clause 29: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Chief Officer, for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried out.</p>	<p><i>Directions and control of the Engineer in charge</i></p>
<p>Clause 30: If the contractor is not satisfied with the order passed by the Chief Officer as aforesaid, the contractor may, within thirty days of receipt by him of any such order, appeal against it to the Secretary UDD-2 who if convinced that prima facie, the contractors, claim rejected by Chief Officer is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination in the claim of the contractor and decision by Secretary Urban development department for suitable decision. The decision of the Secretary UDD-2 shall be final and binding on the contractor and the Engineer- in-charge</p>	
<p>Clause 30.1 : Except where otherwise specified in the contract and subject to the powers delegated to him by Council under the code, rules then in force, the decision of the Chief Officer for the time being shall be final, conclusive and binding on all parties of the contract, upon all questions relating to the meaning of the specifications, designs, drawings and instruction 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, in 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 work, or after the completion or abandonment there of</p>	<p><i>Directions and control of the Engineer in charge</i></p>
<p>Clause 30.2: The Contractor may within thirty days of receipt by him of any order passed by the Chief Officer as aforesaid appeal against it to the Secretary UDD2 with the contract work or project provided that.</p>	
<p>a) The accepted value of the contract exceeds ` 10 lakhs (` . Ten lakhs)</p>	
<p>b) Amount of claim is not less than ` 1.00 lakh (` One Lakh).</p>	
<p>Clause 31: Deleted</p>	
<p>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 the work in question at the same rates as are payable under this contract for each item, or if the part of the work in question is not in the opinion of the engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer- in-charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this clause.</p>	<p><i>Lump sums in estimates</i></p>
<p>Clause 33: In the case of any class of work for which there is no such specification as is mentioned in Rule I of Form B-1, such work shall be carried out in accordance with the Divisional specifications and in the event of there being no Divisional specifications, the work shall be carried out in all respect in accordance with all instructions and requirements of the Engineer- in-charge.</p>	<p><i>Action where no specifications</i></p>
<p>Clause 34: The expression, „Work“ or „Works“ where used in these conditions, shall unless there be something in the subject or context repugnant to such construction, be</p>	<p><i>Definition of work</i></p>

<p>constructed 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.</p>	
<p>Clause 35: The percentage referred to in the tender shall be deducted from/ added to the gross amount of the bill before deducting the value of any stock issued.</p>	<p><i>Contractor's percentage whether applied to net or gross amount of bill</i></p>
<p>Clause 36: All quarry fees, royalties, octroi duties and ground rent for stacking materials, if any should be paid by Contractor, which will not be entitled to a refund of such charges from the Council. (Please see special clause for royalty).</p>	<p><i>Quarry fees and royalties</i></p>
<p>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 the Council as principal under sub-section (1) of Section 12 of the said Act on behalf of the Contractor, it shall be recoverable by the Council from the Contractor under the sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.</p>	<p><i>Compensation under Workmen's Compensation Act.</i></p>
<p>Clause 37 A: The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Council, the same shall be recoverable from the Contractor forth with and be deducted without prejudice to any other remedy of the Council from any amount due or that may become due to the Contractor</p>	
<p>Clause 37 B: The Contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection herewith. The workers shall be required to use the equipment"s so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned. When work is carried on in proximity to any place where there is a risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger. Adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.</p>	
<p>Clause 37 C: The Contractor shall duly comply with the provisions of „The Apprentices Act, 1961" (III of 1961), the rules made thereunder and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subjected to all the liabilities and penalties provided by said Act and said Rules.</p>	
<p>Clause 38 : i) Quantities in respect of the several items shown in the tender are 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 in the quantity of the item does not exceed the tender quantity to more than 25% and so</p>	<p><i>Quantities put to tender are approximate. Excess quantity beyond quantity put to tender will be</i></p>

long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender, is not more than ` 5,000/- (Whichever is more)	<i>governed as per Cl.38</i>
ii)the Contractor shall, if ordered in writing by the Engineer so to do, also carry out any quantities in excess of the limit mentioned above in sub –clause	
hereof on the same conditions and in accordance with the specifications in the tender and the rates derived from the rates entered in Current Schedule of Rates and in the absence of such rates.	
At the rates prevailing in the market. The said rates being increased or decreased as the case may be by the percentage which the total tendered amount upon the schedule of rates applicable to the year in which the tender were accepted.	
For the purpose of operation of this clause, this cost shall be worked out from the DSR prevailing at the time of inviting of tender. The cost of Clause 38 is Rs. _____ /- (Rs. _____.)	
This clause is not applicable to extra items.	
Claims arising out of reduction in the tendered quantity of any item beyond 25% will be governed by the provision of Clause 15 only when the amount of such reduction beyond 25% at the rate of the item specified in the tender is more than ` 5,000/- This reduction is exclusively the reduction in Clause Nos. 14 & 15 of the work and site conditions.	
There is no change in the rate if the excess is less than or equal to 25%. Also, there is no change in the rate if the quantity of work done is more than 25% of the tendered quantity, but the value of the excess work at the tendered rates does not exceed ` 5,000/-	
The quantities to be paid at the tendered rates shall include,	
a) tendered quantity plus 25% excess of tendered quantity or the excess quantity of the value of ` 5,000/- at tendered rate whichever is more.	
Clause 38 A: The Chief Officer of Council shall see that claim towards excess quantity under this clause 38 is submitted to higher authority immediately on its cropping up. The Chief Officer of Council while making such payment shall see that the total expenditure shall not exceed sanctioned cost of the scheme. If the proposal of Clause 38 is submitted to competent authority for payment then interim 50% payment will be released as under	<i>Interim payment for excess quantity</i>
a) At accepted tender rate or current schedule rate whichever is less subject to condition that total expenditure on the tender shall not exceed sanctioned cost of the scheme	
Clause 38-B : If the rate entered in to schedule B for the work of excavation of pipeline is a combined rate for different strata then the rate entered in Schedule-B will be applicable for quantity 25% in addition to the quantity mentioned in schedule-B of all items of excavation for pipe line trenches and for excess over 25% of Schedule-B quantity ,the rate payable to the contractor shall be worked out from the CSR by considering following percentage of excavation in different strata irrespective of actual strata met at the site for the increased quantity.	<i>Payment for average rate of excavation</i>
1) Excavation in all types of soils, Sand, gravel and soft murum with lead up to 50 meters and lift as involved. Including dewatering, shoring and strutting etc. excluding refilling etc. 29.23% of average rate for lift 0.00 to 1.50 meter.	

2) Excavation in hard murum and boulders with lead up to 50 m and lead and lift as involved including dewatering, shoring and strutting etc. excluding refilling etc. 29.98 % of average rate for lift_0 to 1.50 meter	
3) Excavation in soft rock and old cement and lime masonry with lead upto 50 m and lift as involved, including dewatering, shoring and strutting, excluding refilling etc. 24.66% of average rate for lift 0 to 1.50 meter.	
4) Excavation in hard rock and concrete road by chiseling wedging line drilling by mechanical means or by all means other than blasting with lead upto 50m and lift as involved, including dewatering, shoring and strutting etc.	
excluding refilling 15.43% of average rate for lift 0.00 to 1.50 m.	
(Note-Sheet is attached separately)	
Clause 39: The Contractor shall employ any famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in- charge.	<i>Employment of famine labour, etc</i>
Clause 40: No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works, on account of any delay in accordance to sanction of estimates.	<i>Claim for compensation for delay in starting the work</i>
Clause 41: No compensation shall be allowed for any delays in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, execution in mud, sub-soil, water standing in borrow pits and no claim for an extra rate shall be entertained unless otherwise expressly specified	<i>Claims for compensation for delay in execution of the work.</i>
Clause 42: The Contractor shall not enter upon or commence any portion of work except with written authority and instructions of the Engineer-in- charge 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.	<i>Entering upon or commencing any portion of work</i>
Clause 43: i) No Contractor shall employ any person who is under the age of 18 years. ii) No Contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape (Nawar).	<i>Minimum age of persons employed, the employment of donkeys and other animals and the payment of fair wages.</i>
i. No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work. The Engineer-in-charge or his agent is authorized to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Council for any delay caused in the completion of the work by such removal.	
ii. The Contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him, In the event of the 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 decision shall not in any way affect the conditions in the contract regarding the payment to be made by the Council at the sanctioned tender rates.	
iii. Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas	

iv. Contractor to take precautions against accidents which taken place on account of labour using loose garments while working near machinery.	
Clause 44: Payment to Contractors shall be made by cheque drawn on Chief Officer's account provided the amount exceeds ` 1000/- Amounts not exceeding 1000/- will be paid in cash	<i>Method of payment</i>
Clause 45: Any Contractor who does not accept these conditions shall not be allowed to tender for work.	<i>Acceptance of conditions compulsory before tendering for work.</i>
Clause 46 : If Government declares a site of scarcity or famine to exist in any village situated within 16 Kms of the work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Engineer in charge Council, or by any person to whom the Council may have delegated this duty in writing to be in need on relief and shall be bound to pay to such person wages not below the minimum wages 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.	<i>Employment of scarcity labour</i>
Clause 47: The price quoted by the Contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which is permissible for him to charge a private purchaser for the same class and description, the control price or the price permissible under the provisions of Hoarding and Profiteering Preventing 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 discretion will in such case exercise the right of revising the price at any stage so as to conform to the controlled price as permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the Contractor.	<i>Price not to exceed controlled price fixed by Govt.</i>
Clause 47 A: The tender rates are inclusive of all taxes, rates, cess and are also inclusive of the livable tax in respect of sale by transfer of property in goods involved in the execution of work contract under the provision of Rule 58 of Maharashtra Value added Tax ACT 2005 for the purpose of levy of tax.	<i>Rate inclusive of all taxes.</i>
Clause 48: In 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 and the Sales Tax will be recovered on such date.	<i>Sales tax on surplus material.</i>
Clause 50: The Contractor shall employ at least 80 percent of the total number of unskilled labour to be employed by him on the said work from out of the persons ordinarily residing in the district in which site of the said work is located. Provided, however, that if required number of unskilled labour from that district is not available, the Contractor shall in the first instance employ such number of persons as is available and thereafter may with the previous permission in writing of the Engineer-in charge of the said work obtain the rest of the requirement of unskilled labour from outside of district.	<i>Employment of local labour.</i>
Clause 51: The Contractor shall pay the labourers-skilled and unskilled according to	<i>Wages to be paid</i>

<p>the wages prescribed by Minimum Wages Act applicable to the area in which the work of the Contractor is located. The Contractor shall comply with the provision of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time. The Contractor shall be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.</p> <p>The Contractor shall pay the labourers – skilled and unskilled- according to wages prescribed</p>	<p><i>to the skilled and unskilled labours Employed by contractor.</i></p>
<p>Clause 52: All amounts whatsoever which the Contractor is liable to pay to the Council in connection with the execution of the work including the amount payable in respect of</p> <ul style="list-style-type: none"> • materials and/ or stores supplied/ issued hereunder by the Council to the Contractor, • hire charges in respect of heavy plant, machinery and equipment given on hire by the Council to the Contractor for execution by him of the work and/ or for which advances have been given by the Council to the Contractor shall be deemed to be arrears of the land revenue and Council without prejudice to any other rights and remedies of the Council recover the same from the contractor as an arrears of land revenue 	
<p>Clause 53: The Contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular and 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 Council 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 Council to such workers shall be deemed to be debt payable by the Contractor and the Council shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the Council to the contractor hereunder or from any other amounts payable to him by the Council.</p>	
<p>Clause 54: Where the work is required to work near Machine and are liable to accident they should not be allowed to wear loose clothes like Dhoti, Jhabba etc.</p>	
<p>Clause 55: The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time.</p>	
<p>Clause 56: In view of the difficult position regarding the availability of the Foreign exchange, no foreign exchange, will be released by the Department for the purchase of the Plant and Machinery required for the execution for the work concerned work.</p>	
<p>Clause 58 (A): Conditions of Malaria Eradication. a) The anti-malaria and the health measures shall be as directed by the Joint Director (Malaria and Filarial) of Health Service, Pune. Contractor shall see that most autogenic conditions are not created so as to keep</p>	<p><i>Anti-Malaria and other health measures.</i></p>

<p>vector population to minimum level.</p> <p>Contractor shall carry out anti malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (M & F) of Health Services, Pune.</p>	
<p>In case of default in carrying out prescribed anti malaria measures resulting in increase in malaria incidence contractor shall be liable to pay to Government the amount spent by Government on anti-malaria measures to control the situation in addition to fine.</p> <ul style="list-style-type: none"> • Relations with Public Authorities. The contractor shall make sufficient arrangements 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 a way as not to cause, any 	
<p>Nuisance. He shall also keep the premises clean by employing sufficient number of sweepers.</p> <p>The contractor shall comply with all rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charge which are leviable on him without any extra cost to Government.</p>	
<p>Clause 58 (B): The successful contractor will have to enter into agreement in form specified by Council on a stamp of required amount as per rules in force. The stamp charges shall be borne by the contractor</p>	
<p>Clause 59: Deleted</p>	
<p>Clause 60: The contractor shall provide and maintain barricades, guards, guard <i>Insurance</i> 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 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 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 contractor be paid in compromising any claim by any such person</p>	
<p>Clause 61: The contractor shall take out necessary insurance policy /policies so as to provide adequate insurance cover for execution of the awarded work from the Director of insurance Maharashtra State Mumbai. However if contractor desire to effect insurance with local office of any insurance company same should be under the Co- insurance-come- servicing arrangement approved by the director of insurance if the policy taken out by the contractor is not Co - Insurance basis (GIF-60% and insurance company - 40%) the same will not be accepted and the amount of the premium calculated by director of insurance will be recovered directly from the amount payable to the contactors for the executed contract work.</p> <p>i. Loss of or damage to the Civil and Mechanical and Electrical equipments supplied/installed including the materials such as pipes, valves, specials etc. brought on site.</p> <p>Loss of or damage to contractor"s equipments including his vehicles. Loss of or damage to property (except the works, Plant material and Equipment) in connection with the contractor, and: Personal injury or death due to vehicles of the contractor and or due to any accident that may arise at or around the site to the Contractor</p>	

personnel or to the Council staff or to any other person not connected with Council.	
<ul style="list-style-type: none"> • Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's 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. • If the contractor did not produce any of the policies and certificates required the Engineer may affect the Insurance for which the contractor should have produced the policies certificates and recover the premium it has paid from payment otherwise due to the contractor or, if no payments due to payment of the premiums shall be of debt due. • Alternations to the terms of an insurance shall not be made without the approval of the Engineer. • The minimum insurance cover for loss damages to physical property, injury and death shall be 10% of the contract cost per occurrence with number of occurrences as 3(Three). After each occurrence the contractor shall pay additional premium necessary so as to keep the insurance police valid always till the defect liability period is over. • No payment will be released to the contractor until the insurance coverage with the Govt. Insurance fund, Maharashtra State is provided and unless the proof of insurance coverage is produced by the Contractor to the Engineer-in-Charge. 	
<p>Clause 62: During execution of work excavation is required to be carried out for various sub-works for which royalty is required is to be paid by the contractor. During execution of work and till completion if point of royalty is raised by collector office it will be sole responsibility of the contractor to pay royalty charges/compensation if any to concern. Until the certificate from the collector office regarding royalty charges is not submitted by the contractor, final bill and security deposit for such work will not be payable to the contractor</p>	

12. ADDITIONAL CONDITIONS

1. All the materials such as Asphalt, Cement etc. shall be procured by the contractor from the approved Govt. Institution or as directed by CHIEF EXECUTIVE OFFICER Only. The material shall be brought at the site of work well in advance by the contractor.
2. The contractor shall submit periodically progress of work to the CHIEF EXECUTIVE OFFICER, _____ ZILLA PARISHAD _____.
3. Materials shall be tested as per frequency prescribed by the department from any Government Laboratory or Government Polytechnic and the cost of such testing shall be borne by the contractor. If the test results are satisfactory, then and then only the material shall be allowed to be used on the work. If the test results are not as per standards prescribed, these materials shall be immediately removed from the work site at contractor's cost. In case of cement, if so requested by the contractor in

writing, material shall be allowed to be used before receipt of test results but this will be entirely at the risk and cost of the contractor.

4. The materials not conforming the required standard shall be removed at once from the site of work by the contractor at his own cost. All materials such as Asphalt, Cement etc. require for use in the work shall be conforming to the concern I.S/ M.O.S.T specifications.
5. The contractor shall construct at his own cost shed/ sheds for storing materials as per the direction of the CHIEF EXECUTIVE OFFICER. Such constructed sheds shall be removed on completion of work.
6. Third Party Technical Audit of work shall be carried out for quality assurance and quality checks at various stages as per prevailing government order and audit observations shall have to comply by bidder.
7. The Contractor shall make his own arrangements for the safe custody of the materials brought by him on site of Work.
8. The charges for conveying of materials from the place of purchase by the contractor to the site of work & the actual spot on work site shall be entirely borne by the contractor. No claims on this account shall be entertained.
9. Separate register for Site Visit/ Instruction which are given by CHIEF EXECUTIVE OFFICER or Architect or Engineer of _____ ZILLA PARISHAD _____, shall be maintained by the contractor.
10. The contractor shall provide regular technical person on Site.
11. Contractor will not be entitled for Price Variation Claim.
12. No arbitration will be entertained. In case of disputes regarding tender the ZILLA PARISHADs decision will be final & binding on the contractor.
13. The ZILLA PARISHAD shall not be responsible for the loss in cement, steel, granite, marble, tiles and electrical item during transit to work site.

13. PROJECT INFORMATION

13.1 Scope of Work

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

Subject to the provisions of the Contract Agreement, the Contract Period for the Project is _____. The broad scope of the Project during the Contract Period is as detailed hereunder:

- a. The Contractor is responsible for design, construction/installation, Trial run of the STP for effective treatment of Sewage on Design, Engineering, Construction, Supply, Installation, Testing, Erection & Commissioning of Sewage Treatment Plant (STP) on Open Technology basis at the Project site being provided by the Authority and in conformity with the Specifications and Standards as set forth in the Draft Contract Agreement.
- b. The construction includes the civil works along with development of all support infrastructure / treatment units, electromechanical, instrumentation, plumbing and such other activities that are required to be carried out for putting the STP in safe operations;
- c. To develop storage facility at the Project site for sewage received and treated;
- d. Solar power source with sufficient battery back-up for atleast 8 hours to operate the units of STP shall be installed and operated as required;
- e. To undertake marketing, distributing and selling soil conditioner/bio fertilizer/ any other by product.
- f. Perform and fulfil such other obligations incidental to the proposed activities.

For detailed Scope of Work, please refer to the Draft Contract Agreement.

The design of proposed STP shall be based on proven technologies and those that have been mentioned in GR No. SBM2019/Pra.Kra.141/Pa.Pu.16 dated 19.07.2019 or those approved by Maharashtra Jeevan Pradhikaran (MJP)

- Duckweed Based Waste Water Treatment
- Phytoid Technology (Developed by NEERI)
- Anaerobic Decentralized Waste Water Treatment
- Decentralized Waste Water Treatment (DEWATS)
- Tiger Bio Filter

Scope includes Site clearance, levelling, dressing and filling, site surveys work with levelling, geotech, submission of process design and hydraulic design calculations, necessary drawings including plant lay out, hydraulic flow diagram, Process & Instrumentation diagram, submission of civil, architectural, General Arrangement Drawings & structural design of all civil works, electrical & mechanical equipment drawings including equipment installation drawings, supporting design calculations & technical information, instrumentation & fully automated control system **STP of ___ KLD capacity** as per approved designs by Engineer In charge followed by testing, commissioning, performance testing of whole units. Landscaping and lightening of plant area, internal paving block with access to all units, illumination of the entire STP units, pathways, storm water drainage, retaining wall / compound wall, prefabricated Control panel room including attached toilets and store for electrical and mechanical equipment as per norms / standard practice with water supply and waste water disposal arrangements, Solar power plant with battery backup for operating STP by full capacity. All units shall be provided with draining arrangements with suitable valves. After successful completion & commissioning of the works, Engineer In Charge shall issue the Taking-Over Certificate to the Bidder. It broadly comprises the following works:

- i. All preparatory work, clearing out trees, shrubs, debris, Excavated earth within the site to the extent possible and proper disposal of the extra surplus excavated earth to a suitable location as decided by the Employer's Representative.
- ii. Site visit to be carried out by the bidder and should submit the self-declaration along with submission of tender.
- iii. Carrying out of necessary site surveys with levelling, geotech and as are deemed necessary by the Bidder for the purpose of designs/ drawings checking which will be subsequently approved by the Engineer-in-charge.
- iv. The worst-case criteria for bearing capacity and other design criteria shall be used from the site surveys and soil investigations.
- v. The detailed Architectural & Structural designs and drawings for all civil works, including those for plant components, buildings, building services, water supply, plant lighting, storm water drainage etc. as per the requirement of the system.
- vi. All the designs, drawings and specifications are required to be approved from by the Engineer in charge.
- vii. Detailed design and drawings of all RCC, mechanical, electrical and instrumentation (P&ID) systems and all other equipment based on the approved design process, layout, hydraulics and section drawings for all components, process flow diagram, design calculations for unit sizing, .

- viii. Process description accompanying process flow-chart with design values for inputs and outputs for all the unit operations
- ix. Design calculations indicating loading rates/retention period and efficiency of unit operations w.r.t process flow chart
- x. Dimensioned layout and section drawings including associated infrastructure such as compound wall, septage receiving station, treatment units, internal drainage and any other facility as required for the safe and efficient operation of the treatment facility
- xi. Area statement for processing facilities and common areas etc.
- xii. List of mechanical Equipments/machinery used with material specifications such as capacity, MoC, Make etc
- xiii. Unit wise Energy consumption statement
- xiv. Implementation plan mentioning schedule for construction activities, procurement, Installation, Commissioning and the time required for various Government approvals.
- xv. Regular & emergency maintenance schedules
- xvi. Re-use of treated outputs (liquid and solid).
- xvii. Manpower requirement both during Construction and O & M period. Proposed organization structure and composition of the project and operational team to be presented, including staff deployment plan, suitable timings for plant operations and roles and responsibilities etc
- xviii. The Bidders shall indicate compliance mechanism towards environment, health and safety regulations, as applicable to the Project which are proposed to be adopted during the entire Contract Period
- xix. Designs, manufacture, shop-testing, inspection, transportation to site, installation, testing and commissioning of all piping & valves, mechanical, electrical, instrumentation & control equipment and systems as per specifications.
- xx. Construction and equipping of analytical laboratory for routine testing of raw and treated septage quality on monthly basis and control of process parameters including fecal coliform test;
- xxi. Material testing shall be carried out by the NABL laboratory during construction work.;
- xxii. Instituting Quality Assurance and Quality Control procedures during construction and O&M period;
- xxiii. Preparation and submission of “as-built drawings” for the plant;
- xxiv. Trial runs, testing, commissioning and conducting of performance guarantee tests of complete plant;
- xxv. Training the departmental staff for maintenance of the plant

- xxvi. Handing over of the Plant in good working condition with all relevant documents such as as-built drawings, physical & operational condition of the assets, rights on proprietary technologies, software, systems, O&M manual, periodical reports along with soft copy to client
- xxvii. Design shall be such that the plant requires minimum land foot print within the available land leaving area for future expansion of STP
- xxviii. Also, all chemicals, consumables, Fuel or any other item required till start of O & M period shall be arranged by Bidder. Permanent Electric connection will be provided by the Department at suitable point. The electricity bill during O&M shall be paid by Department. In case electricity consumption is more than the guaranteed consumption, the exceeded units of electric consumption shall be paid by the bidder with a penalty of two times of exceeded guaranteed units at prevailing rates. In case the electricity exceeds guaranteed power, consumption and persist, the recovery shall be calculated for whole life system.
- xxix. Illumination of STP premises with suitable arrangement for better operation and maintenance of plants.
- xxx. Compound wall minimum 2.0m height and concertina coil fencing as per typical drawing with 1 No. MS gate of size suitable for entry of lorry etc. along F.S.T.P. campus boundary as shown in site plan. The wall should be designed considering relevant loadings. Fencing, wherever required shall be provided as per specifications and codes as directed.
- xxxi. The bidder should visit and acquaint himself with the site and assess site specific conditions and works that will be required to satisfactorily complete and maintain the plant including assessment of diversion and/or protection works required for the present plant/plant site.
- xxxii. The bidder will liaison to obtain the NOC/ consent from Maharashtra Pollution Control Board (MPCB) for construction & operation of this **KLD** STP throughout maintenance period. Necessary charges / deposit will be paid by Zilla Parishad.
- xxxiii. The plant operations should be fully automated.
- xxxiv. Structural designs / drawings vetting from reputed institutions like IIT/Govt. Engineering College etc.
- xxxv. Effluent Parameters to be achieved as per norms mentioned in clause 1.5

14. Raw Sewage Quality and Treated Effluent Quality

An abstract of Sewage characteristics for design is indicated in the following Table and The Bidder shall design the process in such a way that the treated effluent quality attains the following limits or even better.

A. Raw Sewage Quality:

An abstract of raw sewage characteristics for design is indicated in the following Table.

Parameter	Influent Quality	Unit
pH	7.0-8.0	-
BOD3 (3 days at 27°C)	250	mg/L
COD	450	mg/L
TSS	350	mg/L
TKN	45	mg/L
NH ₄ -N	35	mg/L
Total Phosphorus	6	mg/L
Alkalinity	300	mg/L
Min. Sewage Temperature (T _{min})	22	°C
Max. Sewage Temperature (T _{max})	28	°C
Min. Ambient Temperature	10	°C
Max. Ambient Temperature	45	°C

*Reference – NGT Norms 1069-2018

B. Treated Effluent Quality

The Bidder shall design the process in such a way that the treated effluent quality attains the following limits or even better.

Sr. No.	Parameters/Pollutants	Values	Unit of measurement
1	pH	6.5-9.0	mg/l
2	Bio-chemical Oxygen Demand	10 or less	mg/l
3	Total suspended solids	20 or less	mg/l
4	Chemical oxygen demand	50 or less	mg/l
5	Total Nitrogen as N	10 or less	mg/l
6	Total Phosphorous as P	1 or less	mg/l
7	Fecal Coliform	Less than or equal to 100 MPN/100 ml.	MPN/100 ml.

*Reference – NGT Norms 1069-2018

15. The Site :

Site as specified in the Contract Data and shall be responsible for the Site.

The Site at _____.

Location of the Site

The project site is within the.

Location	Latitude	Longitude

STP at

Construction of STP at _____ with the treatment capacity of ___KLD

Sr. No.	Name of STP	Location	Total Approx. Area in Ha
1			

16. PROCESS REQUIREMENTS

a. Treatment units

1. Screening Unit

The raw sewage will be passed through the bar screen chamber wherein the free, floating, coarse suspended solids having particle size greater than 10-20 mm such as rags, paper, plastics will be trapped and removed manually. This will help to prevent damage and clogging of downstream equipment, piping, and appurtenances.

2. Grit Removal Unit

After screen chamber sewage will be passed into Grit chamber. Grit Chamber is long narrow tank that are designed to slow down the flow so that solids such as sand, grit and other such material will settle down at the bottom which is further collected and sent to sludge drying beds for disposal. Grit causes excessive wear and tear on pumps and other plant equipment

3. Raw Sewage Storage Unit

After grit removal process sewage will be stored into raw sewage storage unit and from here it is pumped for filtration or aeration process

4. Aeration System / Filtration Unit

Maximum amount of organic waste is removed here in filtration or aeration system.

In aeration system external aeration is provided through diffusers placed at the bottom of tank which promotes the microbial growth in the wastewater. The

microbes feed on the organic material, forming flocks which can easily settle out.

Where as in filtration process sewage will be spread on the filtration beds comprising filter media, earthworms, bacterial culture and material suitable to provide a habitat and respiration zone for earthworm growth and reproduction. The filtration bed material is selected depending on the characteristics of sewage

5. Liquid Storage Unit

Filtrate from the bottom of the filtration bed or Supernatant from settling tank is collected and stored in Liquid storage unit. From here the treated effluent is pumped for tertiary treatment

6. Tertiary Treatment Unit

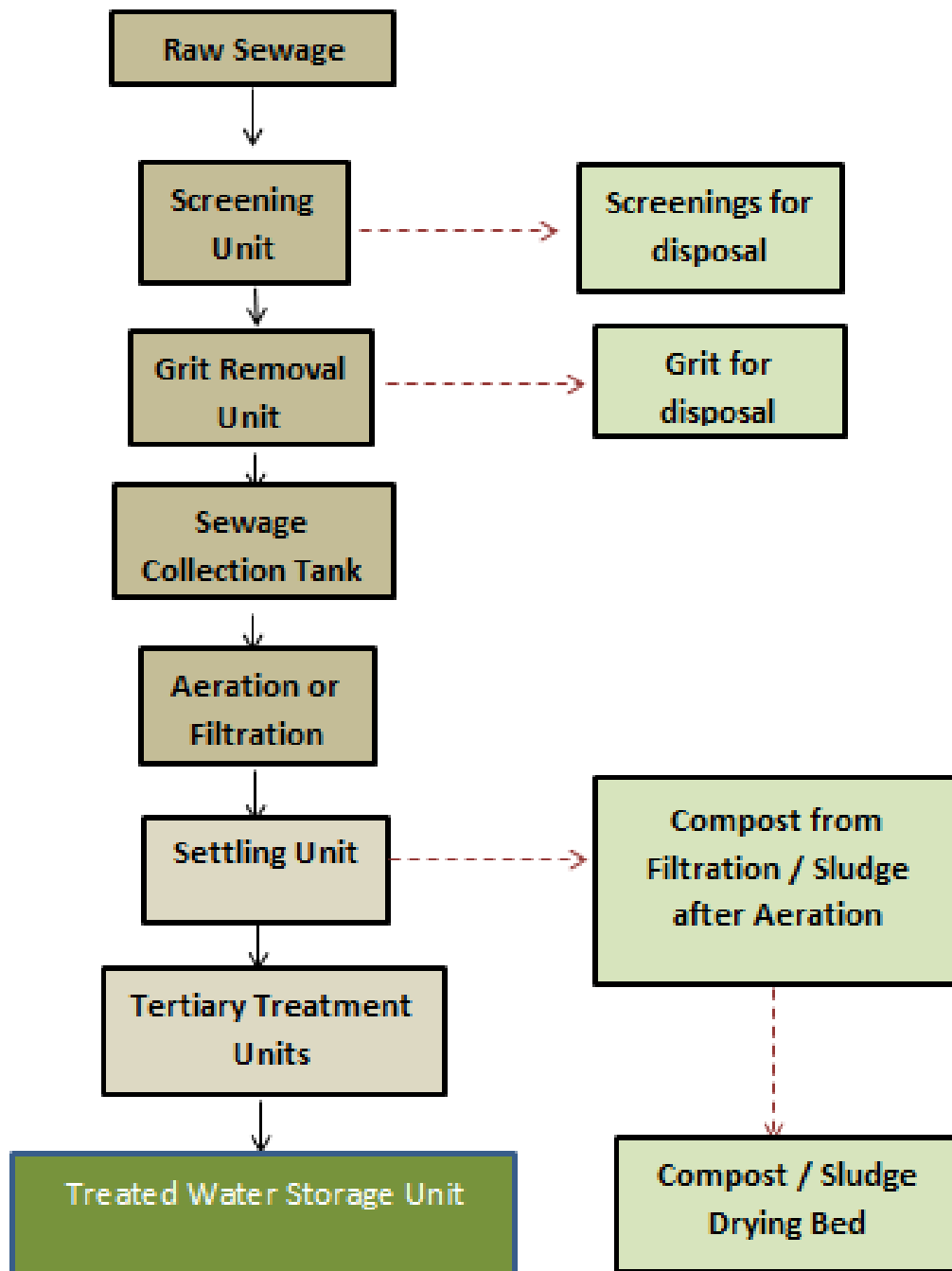
Partially treated effluent is passed through Pressure Sand Filter, Activated Carbon Filter and disinfected using Chlorination to make it safe for human handling and for further recycle of water. This is a safety measure and removes any objectionable color, odor and pathogens from treated effluent.

7. Treated Water Storage Unit

The final treated effluent is stored in Treated water storage unit and used for non-potable purposes like irrigation, gardening etc.

Specific Treatment Units depending on technology proposed, conforming to above process and to achieve outlet parameters as per cl no. 14 may be suggested by bidder.

b. Typical Process Flow Diagram



17. Brief for Proven Technologies

a. Duckweed based Waste Water Treatment

Phyto-remediation is an eco-friendly bio-remediation process of removing pollutants/nutrients from an environment (soil, sediment, water) by using any green plant based system which is not only an energy saving but also a resource recovering system. Duckweed is well known for their Phyto-remediation qualities. It is a small free-floating and fast growth aquatic plant has great ability to reduce the BOD, COD, and suspended solids, bacterial and other pathogens from waste water. Reduction of BOD, COD in effluents varies from 80-90% at the retention time of 7-8 days. It is an affordable technology utilizing plants as environmental cleansers in wastewater management.

b. Phytoid Technology (developed by NEERI)

Phytoid are natural processes like stabilization ponds. Phytoid are shallow ponds comprising of submerged plants and floating islands of marshy species. Natural forces including chemical, physical, biological and solar is involved in the process to achieve wastewater treatment. Thick mats of vegetation trap suspended solids and biological process takes place at the roots of the plants & it produces the desired quality of treated sewage

Advantages

- Simple to construct and operate and maintain
- Low operating and maintenance cost
- Self-sufficiency, ecological balance, and economic viability is greater
- Possibility of complete resource recovery
- Good ability to withstand hydraulic and organic load fluctuations

Disadvantages

- Solids have to be removed; therefore, septic tank or passive clarifier shall be required
- Requires large area
- Depth of bed shall not exceed 2.5m

c. Anaerobic Decentralised Waste Water Treatment & Decentralised Waste Water Treatment (DEWATS)

Decentralised systems are small, individual or cluster type wastewater facilities to provide wastewater treatment services to residents. In the decentralised wastewater treatment

systems, wastewater can be treated onsite through aerobic and anaerobic techniques. The anaerobic modules comprise of settlers, baffle reactors and anaerobic filters. The aerobic modules have horizontal planted gravel filters and polishing ponds. This approach is based on different natural treatment techniques, put together in different combinations according to need. It is used for recycling both “grey” and “black” domestic wastewater

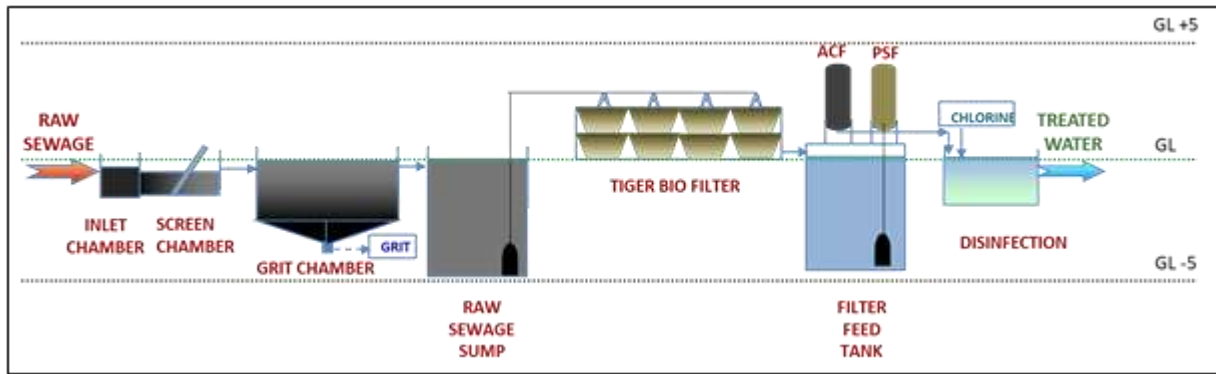
Pre-treatment is used for the screening and separation of the floating oil and grease in a grease trap.

Primary treatment takes place in a settler or a septic tank in which the liquid part is separated from the solid matter through sedimentation process. The settled sludge is stabilised by anaerobic digestion. Secondary treatment of the wastewater takes place in the Baffled Reactors which consist of a series of chambers, in which the wastewater flows up-stream. On the bottom of each chamber activated sludge is retained. During inflow into the chamber wastewater is intensively mixed up with the sludge whereby it is inoculated with wastewater organisms, which decompose the contained pollutants.

Tertiary treatment takes place in the planted Gravel Filter through rootzone system. The main removal mechanisms are biological conversion, physical filtration and chemical adsorption. The treated water at this stage meets the requirement for recycling and reuse of water for horticulture/irrigation purposes.

d. Tiger Bio Filter

The screened and de-gritted raw sewage is pumped and allowed to pass through specially designed Tiger Bio filter bed. The bed consists of various layers of filter material along with Tiger worms and bacterial culture. The filter unit provides a habitat and respiration zone for earthworm growth and propagation. It forms ecology to treat the wastewater aerobically. Organics from the waste water are trapped during filtration process and treated by Tiger worms as part of metabolism. This provides energy for living and reproduction. It will also improve the filter media property and aeration by the burrowing activity so that the media stabilization and filtration system become effective. The filtration bed material is selected depending on characteristics of wastewater to be treated.



The Tiger worms used are the species capable of composting human waste rapidly. The system is designed accordingly with sufficient surface area and worm quantity. The worms consume the sewage organic load in 24 Hrs making bed available for next day loading. As the worm population is self-regulating depending upon availability of food (organics) resulting in increased efficiency and operational feasibility.

Advantages

- 100% Natural, Economic and Eco-friendly
- High energy saving due to less electricity requirement
- Easy operations as unskilled labor can operate
- No recirculation of sewage.
- No need of separate sludge handling, management and treatment.
- Fully aerobic system, No odor, mosquito and fly nuisance.
- Nutrient rich compost obtained periodically for farming/gardening.
- Treated water meets CPCB discharge standards

Disadvantage

- Water logging can disturb the system

18. Evaluation and Qualification Criteria

(A) Economic Evaluation

Any adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid Prices quoted by Bidders shall remain unaltered.

(B) Determination of Bid Price

The Evaluation of the financial bids submitted shall be carried out in following manner

- a. The capital cost and O&M component shall be calculated based on above/below rate quoted by the bidder
- b. Based on the equipment selected, the bidder shall provide guaranteed power consumption during operation and maintenance. The total guaranteed power cost for 5 years shall be calculated in the following manner –

Guaranteed daily power consumption given by the bidder X 365 days X 5 years X 7.70 rs./ kWh

The total price bid will be calculated by adding the above two parts.

Sr. No	Component	Price
1	Price Schedule – Design-Build price of ___ KLD Sewage Treatment Plant after applying the above/below quoted rate for capital cost and 1 year O&M component	Part A
2	Price Schedule - Price of Electricity charges for STP for 5 years (NPV)	Part B
Total Evaluated Price		(A+B)

Note: The above table is given only for reference. The bidder should not fill any details or prices in the above table. The financial bid is to be given only in the Envelope 2 as per formats given. Land cost shall not be accounted for evaluation.

(C) Award Criteria for Contract (Evaluated Bid Price)

The total Power consumption cost calculated as per the procedure stipulated above will be added to the Bid Price (capital costs & O&M cost) to obtain the Evaluated Bid Price upon which the decision for award of contract will be based.

The Bidders' attention is directed to the fact that the operating costs for low energy efficiency Plant and equipment will be substantially higher than the operating costs for higher energy efficient Plant and equipment, and that the cost differential over the 5 year period used in this calculation will, in all probability, greatly exceed any incremental capital cost savings which may be realized by offering lower efficiency Plant. Bidders are encouraged to offer Plant and equipment which has higher energy efficiencies at the specified operating conditions.

Award criteria for Contract are the lowest evaluated bid price.

(D) Power Guarantee

Sr. No.	Month	KWh/day
1	Guaranteed Power Consumption at the Nominal Flow and Pollutant load	

This schedule is to be filled in by the bidder. The guaranteed power consumption will be used while evaluating the total bid price as per clause in Evaluation and Qualification Criteria.

19. Annexure - I

For proposed technology the Bidders shall provide all technical details listed below as separate Annexure:

- i. Process description accompanying process flow-chart with design values for inputs and outputs for all the unit operations
- ii. Design calculations indicating loading rates/retention period and efficiency of unit operations w.r.t process flow chart
- iii. Dimensioned layout and section drawings including associated infrastructure such as compound wall, internal roads, septage receiving station, internal drainage and any other facility as required for the safe and efficient operation of the treatment facility
- iv. Area statement for processing facilities and common areas etc.
- v. List of mechanical Equipments/machinery used with material specifications such as capacity, MoC, Make etc
- vi. Energy consumption
- vii. Implementation plan mentioning schedule for construction activities, procurement, Installation, Commissioning and the time required for various Government approvals.
- viii. Regular & emergency maintenance schedules
- ix. Re-use of treated outputs (liquid and solid).
- x. Manpower requirement both during Construction and O & M period. Proposed organization structure and composition of the project and operational team to be presented, including staff deployment plan, suitable timings for plant operations and roles and responsibilities etc
- xi. Risks and Mitigation plan which includes identification of risk w.r.t. proposed technology associated with variable inputs of varying characteristics, ability of the system to handle anticipated shocks such as floods, soil-subsidence, power outage, process hazard etc and suggest mitigation measures over it
- xii. The Bidders shall indicate compliance mechanism towards environment, health and safety regulations, as applicable to the Project which are proposed to be adopted during the entire Contract Period

20. Payment terms

All the construction related payments shall be paid by way of a lump sum fixed cost amount quoted by the Selected Bidder as Bid Project Cost as per the following deliverables:

- i. On submission and approval of the same by the Authority of the detailed design & drawings (layout, general arrangement, P& ID, etc.) of the STP - 5%.
- ii. On completion of 50% civil works for installation of the plant & machinery – 20%.
- iii. On completion of balance 50% civil works for installation of the plant & machinery – 20%.
- iv. On delivery of electromechanical and plumbing material at the Project Site of the Plant – 20%.
- v. On installation, erection & commissioning of the plant & machinery and all support infrastructures such as pipes, valves, electrical and mechanical components at the Project Site – 20%;
- vi. After successful trial run and on issuance of Project Completion Certificate – 10%.
- vii. At the end of Defect Liability Period of 6 (six) months after trial run – 5%.

PRICE SCHEDULE

	Description	Rate	Estimated cost
1	Construction of __ KLD STP with allied works		
A.	Capital works including Designing, Civil, electro-mechanical, instrumentation units, Site clearing before and after execution, screening unit, grit removal unit, raw sewage sump, Filtration unit, filter feed tank, Tertiary Treatment units including pressure sand filter, activated carbon filter and chlorination system, plumbing, transportation, control panel with automation work etc. as per contractors design and as per general design requirements and specifications and handing over the site to client.		
	Capital Cost Component (A)	Lump sum	Rs.

Note: GST at actual will be paid extra for capex component.

21. Suggested cost put to tender

Capacity	Suggested cost for Plant installation
KLD	Rs.
25	13,54,343.00
50	18,55,603.00
100	29,32,803.00
200	53,88,211.00
300	77,69,804.00
400	1,01,30,205.00
500	1,25,02,929.00
750	1,79,47,408.00
1000	2,38,51,137.00
1250	1,90,81,777.00
1500	3,52,61,626.00
1750	4,15,00,972.00
2000	4,62,63,956.00