



**AURANGABAD SMART CITY DEVELOPMENT  
CORPORATION LIMITED (ASCDCL)  
MAHARASHTRA (INDIA)**

**REQUEST FOR PROPOSAL**

FOR

CONSERVATION AND RESTORATION OF KALA GATE, AURANGABAD

Aurangabad Smart City Development Corporation Limited (ASCDCL)

NAME OF WORK: CONSERVATION AND RESTORATION OF KALA GATE ,  
AURANGABAD

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**NOTICE INVITING TENDER  
AURANGABAD SMART CITY DEVELOPMENT CORPORATION LTD**

ASCDCL Office, War Room, Near Ambedkar Research Center, Aam Khaas  
Maidan, Aurangabad -431001 Tel.: 0240 2333536 to 40, Fax.: 0240 2331213



**NIT No: ASCDCL/2021/72**

Date: 28/01/2021

Aurangabad Smart City Development Corporation Ltd. (ASCDCL) invites E- Tender for the following work in B1- form via online E-tendering system (<https://www.mahatenders.gov.in>) form contractors possessing relevant capabilities

No.	Particulars	Details
1	Name of the Authority	Aurangabad Smart City Development Corporation Ltd (ASCDCL)
2	Name of the Work	<b>Conservation and Restoration of Kala Gate in Aurangabad</b>
3	Method of Selection	Least Cost method.
4	Date of Issuance of RFP	29/ 01/2021
5	Issuing Authority	<b>Chief Executive Officer,</b> Aurangabad Smart City Development Corporation Ltd (ASCDCL)
6	Authority Contact Person	Assistant Project Manager ASCDCL, War Room, Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001
7	Authority Address/Email for Seeking Clarifications on RFP	ASCDCL, War Room, Ambedkar Research Center, Near Amkhas Maidan, Aurangabad- 431001. Email: <a href="mailto:hq@aurangabadsmartcity.in">hq@aurangabadsmartcity.in</a>
8	Authority Website	<a href="http://www.mahatenders.gov.in">www.mahatenders.gov.in</a>
9	Last Date for Submissions of Queries/Clarifications	01/02/2021 by 4:00 PM
11	Date and Time for Submission of Bid including Technical and Financial Bids	04/02/2020 by 4:00 PM
12	Date, Time, & Venue for Submission of Hard Copy of Technical Bid	04/02/2021 by 4:00 PM Venue: ASCDCL, War Room, Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001
13	Date and Time of Opening of Technical Bid	05/02/2021 at 4:00 PM
14	Date, Time, and Venue of Opening of Financial Bid	Technically qualified bidders shall be notified 24 hours in advance of financial bid opening
15	Bid Validity	120 days
16	Cost of RFP	INR 5000 + GST
17	Cost of EMD	<b>Rs.32,357.00/-</b>
18	Performance Security	5% of the Contract Value
19	Work completion schedule	4 months
20	Defect liability period	3 years
21	Estimated Cost of Work	Rs. 32,35,701. 61/- (Rupees Thirty-Two Lakh Thirty-Five Thousand Seven Hundred One only)

Sd/-  
**Chief Executive Officer**  
Aurangabad Smart City Development Corporation Ltd.

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**DISCLAIMER**

1. The information contained in this Request for Proposal document (“RFP”) or subsequently provided to tenderers/Bidder(s), whether verbally or in documentary or any other form by or on behalf of Aurangabad Smart City Development Corporation Limited (ASCDCL) or any of its employees or advisors, is provided to the tenderers/Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an Agreement and is neither an offer nor invitation by ASCDCL to the prospective Bidders (tenderers) or any other person.
2. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by ASCDCL in relation to the Project/work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
3. This RFP may not be appropriate for all persons, and it is not possible for ASCDCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the tendering (Bidding) Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ASCDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. ASCDCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder(tenderer) under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid(tender) Stage.
5. ASCDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. ASCDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that ASCDCL is bound to select a Bidder for the Project and ASCDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority (Aurangabad Smart City Development Corporation Ltd )

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or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority (Aurangabad Smart City Development Corporation Ltd) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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**DETAILED TENDER NOTICE**

Online percentage rate basis Tenders in B -1 Form are invited for the following work from the eligible contractors having experience of such type of work by the CEO, Aurangabad Smart City Development Corporation Limited, Maharashtra on the e-Tendering portal of Government of Maharashtra: <https://mahatenders.gov.in>.

*Note: In order to participate in e-tendering process, it is mandatory for new contractors (first time users of this website) to complete the Online Registration Process for the e-Tendering website. For guidelines, kindly refer to Bidders Manual Kit documents provided on the website.*

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**E-Tender Schedule**

Sr. No.	Name of Work	CONSERVATION AND RESTORATION OF KALA GATE, AURANGABAD
1.	Period for Downloading Bidding Documents	As per e-tender schedule uploaded on e-portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
2.	Time, Date & Venue of queries and clarification	01/02/2021 at 11:00 hrs in the office of ASCDCL, Aurangabad (Maharashtra).
3.	Last Date & Time for Closing of Bids	As per e-tender schedule uploaded on e-portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
4.	Time, Date & Place of Opening of Bids	As per e-tender schedule uploaded on e-portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
5.	Officer Inviting Bids	<b>Chief Executive Officer Aurangabad Smart City Development Corporation Ltd</b>
6.	<b>Physical Submission of Hard Copy</b>	1. Earnest Money (Bid Security) and other requisite documents forming part of the Technical Bid shall also be submitted physically by the Bidder on or before 04/02/2021 up to 16.00 hours IST as specified in NIT after the Control Transfer of Bid ("Control Transfer"). 2. Price bid (Financial bid) shall only be submitted online as specified in NIT.
7.	Place of Physical Submission of Hard Copy	In the office of ASCDCL, Aurangabad

**Note;**



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1. The complete bid documents can be viewed / downloaded from e-procurement portal of the Government <https://mahatenders.gov.in> from 29/01/2021 to 04/02/2021 up to 16:00 Hrs. IST. Bids must be submitted online only via <https://mahatenders.gov.in> on or before 04/02/2021 up to 1600 Hrs. IST. Bids received online shall be opened on 05/02/2021 at 1600 Hrs. IST.
2. Bids through any other mode shall not be entertained. However, Earnest Money(Bid Security) and other requisite documents forming part of the Technical Bid shall also be submitted physically by the Bidder on or before 04/02/2021 up to 16.00 hours IST. Subsequent corrigendum / addendum, if any, shall only be available on the website <https://mahatenders.gov.in> . Please note that the ASCDCL reserves the right to accept or reject all or any Bid without assigning any reason whatsoever.
1. Earnest Money (Bid security) and Tender fees shall be paid through: SBI Net Banking or Other Bank Internet Bank MOPS. (For any assistance please contact help desk. The fees of tender document amounting to Rs.5000 +GST is to be made through payment gateway only and will be nonrefundable.
3. Details are available online and can be seen on( <https://mahatenders.gov.in> ).
4. Online payment requires 48 hours on Bank working days for clearance and hence, payment shall be made accordingly.
5. The Earnest Money Deposit (EMD) shall be retained in the pooling account and shall be refunded to the unqualified / unsuccessful bidders after award of tender to the successful lowest bidder. The EMD(Bid security) of successful bidder shall be ultimately refunded or shall be adjusted against the security deposit after selection of the successful bidder at the time of execution of the contract. In case, the ASCDCL decided to forfeit / adjust the EMD(Bid security) amount of the bidder, the EMD(Bid security) amount in such cases shall be credited to the bank account of the Aurangabad Smart City Development Corporation Limited (ASCDCL). The mandate for EMD(Bid security) refunds / forfeit / adjustment against security deposit shall trigger from e - tender application of NIC portal.
6. Clarification/queries can be submitted on 01/02/2021 at ASDCL office till 4.00 pm.
7. The offer of the Contractor shall remain valid for acceptance for a minimum period of 120 days from the date of submission of bids and thereafter until it is extended by the Contractor(s).
8. The tender notice shall form a part of the contract agreement.
9. If the tenderer/bidder is a firm or company then they shall in their forwarding letter mention the names of all the partners of the firm or the company (as the case may be) and the name of the partner who holds the power of attorney if any, authorizing him to conduct transaction on behalf of the Firm or Company.
10. Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified for the receipt of tender. Such deviations/ amendments if any, shall be communicated in the form of corrigendum or by a letter as may be considered suitable. The above revision will not vitiate the tendering process.
11. The offer is to be submitted online. The documents shall be uploaded as required in the bid documents. The tenderer shall quote his percentage rates in words and figures "below / above". In case there is difference between percentage written in figures and words, the rates quoted in words shall prevail.
12. Right is reserved to reject any or all tenders without assigning any reason thereof.

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13. Tenders which do not fulfil all or any conditions or are incomplete in any respect are liable to be summarily rejected.
14. In the tender process, if the lowest offer is more than 10% below the cost put to tender, the tender calling authority may obtain the detailed justification and planning of executing the work at such lower rate from the concerned contractor and based on that shall ensure the possibility of completing the work at the offered lowest rate.
15. Physical Submission:
  - a. The bidder shall submit the EMD(Bid security) and Hard Copy of Tender Documents (Technical Bid) in the manner specified in NIT after the Control Transfer of Bid ("Control Transfer").
  - b. Additional Performance Security Deposit, if offer is below 1% or more, shall be deposited by the bidders as per the provisions of clause 4.3.
16. The contractor shall submit bar chart/CPM/PERT for this work by visiting site and taking review of the work within fifteen days after issue of LOA. If contractor fails to do so then 1% amount shall be deducted from each running bill. Progress of work shall be monitored as per approved bar chart by the competent authority/Engineer in Charge/ASCDCL after scrutiny of the bar chart/CPM/PERT submitted by contractor. If progress is satisfactory, then 75% amount deducted shall be returned to the contractor and remaining 25% amount shall be forfeited by ASCDCL.
17. At any point of time during tender process, work execution period, Defect Liability Period, submitted papers/documents/applications including material purchase vouchers, test reports, challans, quantity related papers or any papers of contractor should be true, correct & if the papers submitted by Contractor are found incorrect, faulty, not true, dubious, bogus, forged etc. then relevant actions of blacklisting & criminal proceedings as per Indian Penal Code (IPC) shall be initiated against Contractor/ Partnership Firms/Private Ltd./Companies(Bidder). ASCDCL officers / Engineers / Account Officers shall not be held responsible for the papers submitted by the Contractor.
18. During Technical bid scrutiny of Envelop No.1 of tender, if contractor submits false papers / reports for fulfilment of qualifying criteria, then envelop No.2 of such contractor shall not be opened. Also, such registered contractors / non-registered contractors shall be blacklisted & information of contractor being blacklisted shall be circulated to all government and allied P. W. Departments.
19. After issuance of work order, if it is found that papers submitted / uploaded are forged, bogus, incorrect, such contractors shall be blacklisted & Criminal Proceeding as per IPC shall be initiated. If work is at initial stage, the tender of work shall be cancelled.
20. On evaluation of documents in envelope No.1, the details of Qualification / Disqualification relevant to the conditions of eligibility will be uploaded on e-tender portal online. The bidder shall raise their objection against evaluation of their own bids/ on the bids of other bidders limited to assessment of documents in envelope No.1. within 24 Hrs. from the date & time of uploading evaluation status on Portal . If no objections are raised within the period of 24 Hrs., the Financial bids / Envelope No. 2 of eligible contractors shall be opened by competent authority with prior intimation to the participant bidders.
21. If the contractor wishes to pay security deposit by Bank Guarantee after tender approval, then the bank guarantee shall be got verified.
22. The tenderer/bidder should produce necessary documents for pre-qualification as given below. Further details shall be referred in NIT;
  - 22.1 Having successfully completed the work(s) as required in NIT in his own name only.
  - 22.2 Registration/enlistment details of the firm / Contractor.
  - 22.3 The firm / Contractor should produce the document of PAN.
  - 22.4 The firm / Contractor should produce the document of GST Registration Number.
  - 22.5 The Joint Venture is not allowed for this work.

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- 22.6 The Contractor shall submit the completion certificates of similar works along with their bid.
- 22.7 The Bidder must not have been blacklisted/ terminated for fraudulent practices by any of its clients including Central / State UT Government Departments/ Ministries/Government Undertakings or ASCDCL/ Government Bodies and PSUs in India as on the date of submission of bids.
- 22.8 Other documents as required in the tender documents/NIT
23. Bids must be accompanied with:
- 23.1 Scanned copy of all documents, certificates specified in Pre - qualification Criteria/technical bid.  
Scanned copy of all documents of similar work(s) as required.
- 23.2 Scanned copy of duly signed information about work in hand.
- 23.3 Scanned copy of duly signed details of T&P/equipment/machinery available.
- 23.4 Scanned copy of duly signed declaration of contractor in prescribed format filled in agency's letter head attached with the tender.
- 23.5 Scanned copy of duly signed undertaking for guarantee in prescribed format on agency's letter head attached with the tender.
- 23.6 Scanned copy of duly signed undertaking for non - blacklisted status
- 23.7 Scanned copy of duly signed declaration on financial statement with copy of the audited Statements for each of the last five financial years
- 23.8 Scanned copy of clarifications duly signed by Contractor.
- 23.9 Scanned copy of the registration certificate in appropriate class for Individual contractor and registration certificates.
- 23.10 Scanned copy of key personnel
- 23.11 Scanned copies of other documents as required in NIT

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**1. INSTRUCTIONS FOR BIDDERS**

**1.1 Introduction**

- 1.1.1 Aurangabad Smart City Development Corporation Limited (“**the Corporation**” or “**ASCDCL**”), is a Special Purpose Vehicle (SPV) established as a public limited company under the Indian Companies Act, 2013 for the implementation of the Smart City project in Aurangabad. Aurangabad Municipal Corporation (**AMC**) has equity shareholding in ASCDCL. AMC and Government of Maharashtra (**GoM**) have majority shareholding and control of ASCDCL.
- 1.1.2 ASCDCL intends to restore and conserve KALA GATE, Aurangabad. Accordingly, this RFP is floated to those eligible contractors who can carry out the work as per RFP document. The Bidders can submit their bids on percentage rate contract basis. The details are provided in the document.
- 1.1.3 Bid submissions must be made not later than the Bid Due Date specified in the “Schedule of Bidding Process” (Clause 2.1.7) in the manner specified in the RFP document and at the address as mentioned therein.
- 1.1.4 The selection will be based on two bid process as described in this RFP. The Technical Bids would be evaluated based on the qualification criteria set forth in the RFP. Financial Bids of only those applicants/ bidders whose Technical Bids qualify, shall be opened and evaluated.
- 1.1.5 ASCDCL reserves the right to cancel, terminate, change or modify this procurement process and /or requirements of Bid stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

**1.2 Tendering Procedure**

- 1.2.1 Aurangabad (Maharashtra) wherein prospective Tenderers will have an opportunity to obtain clarifications regarding the work and the Tender Conditions. The prospective tenderers are free to ask for any additional information or clarification either in writing concerning the work, and the reply to the same will be given by the ASCDCL, Aurangabad (Maharashtra), in writing and the clarifications referred to as Common Set of Conditions/ Deviations (C.S.D.), shall form part of tender/bid documents and will be common and applicable to all tenderers. The point/points if any raised in writing by the contractor(s) as clarification and not finding place in C.S.D. issued after, is/are deemed rejected. In such case the provision in NIT shall prevail. No individual correspondence shall be made thereafter with the contractor(s) in this regard. The tender submitted by the tenderer shall be based on the clarifications/additional facilities offered (if any) by ASCDCL.
- 1.2.2 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders shall be treated as non-responsive. The tender shall be unconditional. Conditional tenders shall be summarily REJECTED. The tenderer should clearly mention in forwarding

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letter that his offer (in envelope No. 1 & 2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.

1.2.3 Tenderers should go through detailed procedure for viewing/downloading and submission of tenders/bids online themselves at the website <https://mahatenders.gov.in> and follow the procedure mentioned therein for different requirements/functions well in time. ASCDCL takes no responsibility of any delay or contractor's inability to submit the tenders.

1.2.4 Shortlisting of Contractors for Financial Bidding Process :

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The shortlisted Contractors will be intimated by email/speed post/registered post.

a. Opening of the Financial Bids:

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Price/Financial Bids. However, the results of the Price/Financial Bids of all Contractors shall be available on the e-Tendering Portal immediately after the completion of opening process.

1.2.5 Time Limit

The work is to be completed within time limit as specified in the N.I.T. which shall be reckoned from the date of written order for commencing the work and shall be inclusive of monsoon period. Time allowed for the work is **4 (Four) months**.

1.2.6 Tender Rate

No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulations will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts, unless otherwise mentioned in the item.

1.2.7 Tender Units

The tenderers should particularly note the units mentioned in the Schedule "B" (Bill of Quantities) on which the rates are based. No change in the units shall be allowed.

1.2.8 Correction

No corrections shall be made in the tender documents. Any corrections that are to be made by the tenderer in filling up details shall be made by crossing the incorrect portion and writing the correct portions above with the initials of tenderer.

1.2.9 Tender Acceptance

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Acceptance of tender will rest with the ASCDCL who reserves the right to reject any or all tenders without assigning any reason therefore. The tenderer whose tender is accepted will have to enter into a regular agreement within 15 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money/bid security paid by him shall stand forfeited and the offer of the tenderer shall be considered as withdrawn by him.

1.2.10 Conditional Tender

The tenders who do not fulfill the condition of the notification and the general rules and directions for the guidance of contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefore -

- a. The Tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, the conditions of rock/soil, pattern, river, weather characteristics, labour conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.
- b. The data whatsoever supplied by the ASCDCL along with the tender documents are meant to serve only as guide for the tenderers while tendering and the Department accepts no responsibility whatsoever either for the accuracy of data or for their comprehensiveness.
- c. The quarries for extraction of metal, murum etc., if required will be found out by the tenderers and shall ensure that full quantity of materials required for execution of the work strictly as per specification are available in these source before quoting the rates. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from any other source with no extra cost to ASCDCL. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the Revenue Department by the Contractor.

1.2.11 Power of Attorney

If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender.

1.2.11.1 The tenderer may, in the forwarding letter, mention any points may wish to make clear, but the right is reserved to reject the same or the whole of the tender if the same becomes conditional tender thereby.

1.2.11.2 The contractor or the firms tendering for the work shall inform the ASCDCL/Department if they appoint their authorized Agent on the work.

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- 1.2.11.3 No foreign exchange will be released by the Department for the purchase of plants and machinery or any item for the work required by the Contractor.
- 1.2.11.4 Any dues arising out of contract shall be recovered from the contractor as arrears, if not paid amicably. Moreover, recovery of ASCDCL/Government dues from the Contractors will be affected from the payment due to the Contractor.
- 1.2.11.5 All pages of tender documents, conditions, specifications, correction slips etc. shall be initialled by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.
- 1.2.11.6 The Income Tax at 2.0 % and surcharge or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.
- 1.2.11.7 The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority a valid concurrent license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money/bid security.
- 1.2.11.8 The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.
- 1.2.11.9 Cess @ 1% (One percent) shall be deducted at source from every bill of the Contractor Under “Building and Other Construction for workers Welfare Cess Act 1996”.
- 1.2.11.10 Registration under GST Act 2017 is mandatory. TDS under rules 51 of GST Act 2017 and amendments thereof.
- 1.2.11.11 The rates quoted by the Contractor shall be deemed to be inclusive of the labour welfare cess and other taxes (other than GST) that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.
- 1.2.11.12 Contractor shall submit a certificate to the effect that “All the payments to the labour/staff are made in bank accounts of staff linked to Unique Identification Number (AADHAR CARD).” The certificate shall be submitted by the contractor within 30 days from the commencement of contract. If the time period of contract is less than 60 days, then such certificates shall be submitted within 15 days from the date of commencement of contract.
- 1.2.11.13 All the Clarifications, Circulars, Notifications and Resolutions related to tenders issued by Government of Maharashtra and which are uploaded on website of Maharashtra up to 15 days prior to date of submission of bid, shall have overriding effect on the conditions in bid document

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- 1.2.11.14 If offers of two or more bidders are found identical, then all such bidders shall be asked to submit their revised offers in closed envelope in presence of tender opening authority, the offers shall be less than the offer already submitted. The bidders with lowest offer shall be considered for award of work.
- 1.2.11.15 Key Personnel - The absence of Key Personnel mentioned in the tender at site due to some genuine reason, personnel mentioned therein shall seek the prior written permission from the Engineer in charge of the Project/work.
- 1.2.11.16 For any Change in Personnel, contractor shall obtain prior written approval from Engineer in charge to replace the personnel with Personnel equal or more qualifications.
- 1.2.11.17 If contractor fails to appoint any of the staff mentioned in Annexure 4 at site, amount shown therein shall be recoverable from the contractor bill.
- 1.2.11.18 At any point of time during tender process, work execution period, Defect Liability Period, submitted papers/documents/applications including material purchase vouchers, test reports, bitumen challans, quantity related papers or any papers of contractor should be true, correct & if the papers submitted by Contractor is found incorrect, faulty, not true, dubious, bogus, forged etc. then relevant actions of blacklisting & criminal proceedings as per Indian Penal Code (IPC) shall be initiated against Contractor/ Partnership Firms/Private Ltd./Companies(Bidder). ASCDCL Officers / Engineers / Account Officers shall not be held responsible for the papers submitted by the Contractor.
- 1.2.11.19 During Technical bid scrutiny of envelop No.1 of tender, if contractor submits false papers / reports for fulfilment of qualifying criteria, then envelop No.2 of such contractor shall not be opened. Also such registered contractor / non registered contractor shall be blacklisted & information of contractor being blacklisted shall be circulated to all P. W. Divisions & allied P. W. Departments.
- 1.2.11.20 After issuance of work order, if it is found that papers submitted / uploaded are forged, bogus, incorrect, then such contractor shall be blacklisted & Criminal Proceeding as per IPC shall be initiated. If work is at initial stage, the tender of work shall be cancelled.

## **2. INSTRUCTIONS**

### **2.1 Brief Description of Bidding Process**



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- 2.1.1 The Bidders (Tenderers) shall submit their Bids in accordance with this RFP. The Bidders need to offer bids which conform to the tender documents/conditions provided as part of this RFP Document and the Technical Specifications. The Bid submitted by each Bidder will comprise of two envelopes:
- Envelope 1: “**Key Submissions and Technical Bid**”, which will further have two envelopes - (i) Envelope 1A with “**Key Submissions**”, and (ii) Envelope 1B with “**Technical Bid**”; and
  - Envelope 2: “**Price Bid**” (also referred as Financial Bid) has to be submitted online via <https://mahatenders.gov.in>
- 2.1.2 Bidders must note that the Price Bid of only such Bidders who submit responsive bids and meet the Qualification Criteria and are determined to be “Eligible Bidders” in accordance with the provisions of this RFP will be opened.
- 2.1.3 This RFP is not transferable.
- 2.1.4 Bidders are invited to examine the work details, and to carry out, at their cost, such studies as may be required for submitting their respective Bids.
- 2.1.5 The envelopes/communication shall clearly bear the following identification/title:  
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- 2.1.6 Cost of RFP Document: The fee for purchase of this RFP document as specified in the Notice Inviting Tender, is payable online via <https://mahatenders.gov.in> . The tender fee shall be non-refundable. Without the payment of tender fee, the bids will be taken as incomplete and non-responsive and shall not be considered.
- 2.1.7 **Schedule of Bidding Process:** The ASCDCL shall endeavour to adhere to the following schedule.

**Table 1: Key dates of the events**

S. No.	Event Description	Date
1	Date of Issue of RFP	As per NIT
2	Last Date of Receiving Queries	As per NIT
3	Last Date for submission of queries	As per NIT

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4	Bid Due Date/Last date of submission	As per NIT
5	Opening of Envelope 1	As per NIT
6	Opening of Envelope 2	As per NIT
8	Signing of Contract	After acceptance of the lowest bid
9		As per RFP

- 2.1.8 **Bid due date and Bid Validity Period:** The last date of submission of the Bids (“the **Bid Due Date**”) shall be as specified in Table given in Clause 2.1.7 above. The Bids shall be valid for a period of **120 (one hundred and twenty)** days from the Bid Due Date of submission (“**Bid Validity Period**”).
- 2.1.9 Bids should be submitted before 16:00 Hrs of 04/02/2021 (Bid Due Date) at the address and in the manner and form as detailed in this RFP.
- 2.1.10 The ASCDCL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.
- 2.1.11 Bids received by the ASCDCL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 2.1.12 The hard copy of the Technical Bid is required to be submitted at the address and in the manner and form as detailed in this RFP. However, hard copies of the Price Bid is not required. The Price Bid must be submitted via <https://mahatenders.gov.in> only.
- 2.1.13 The complete Bidding Documents include the details of the Project which is being provided and the Schedules including details of Bill of Quantities. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 2.1.14 Bidders are advised to examine the work in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids /award of the contract and carrying out the work including site details.

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- 2.1.15 The documents including this RFP and all attached documents, provided by the ASCDCL are and shall remain or become the property of the ASCDCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the ASCDCL will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.16 Any award of the work pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.17 Any agency/contractor/entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project/work, and the bar subsists as on the date of the Bid, would not be eligible to submit a Bid.
- 2.1.18 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.
- 2.1.19 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in this document shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

**2.2 Compliant Bids/Completeness of Response**

- 2.2.1 Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 2.2.2 Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
- i. Include all documentation specified in this RFP, in the bid
  - ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.
  - iii. Comply with all requirements as set out within this RFP.

**2.3 Bidder to Inform**

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, conditions, contract clauses and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the conditions or the

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specifications he shall, submit them to ASCDCL in writing in order that such doubt may be removed or clarifications are provided.

**2.4 Bid Preparation costs**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and for the purposes of clarification of the bid, if so desired by ASCDCL.

**2.5 Earnest Money Deposit (EMD)/Bid Security**

2.5.1 The Bidders are required to deposit, along with the Bid, an Earnest Money Deposit (EMD)/Bid security of **32,357.00/-** (Rupees Thirty-Two Lakh Thirty-Five Thousand Seven Hundred One only) (“Earnest Money Deposit”, which shall be paid online via <https://mahatenders.gov.in> using payment gateway mode. EMD/Bid security shall be drawn directly from the account of Bidder / Bidding Firm.

**Earnest Money/Bid Security in the form of cheques or any other form except above will not be accepted.**

After Tender opening, the EMD/Bid security of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number. The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, the said amount of earnest money/bid security shall be adjusted towards the amount of security deposit payable by him under conditions of General Conditions of Contract after signing of the agreement.

2.5.2 Proof of EMD/Bid security payment must be scanned and uploaded online along with the Technical Bid documents as a part of “key Submissions” in Envelope 1 A.

2.5.3 Any Bid not accompanied by the EMD/Bid security shall be summarily rejected by the ASCDCL as non- responsive.

2.5.4 The EMD/bid security of unsuccessful Bidders will be returned by the ASCDCL, without any interest, as promptly as possible and latest by 30th day of signing of the Contract by the Successful Bidder or when the ASCDCL cancels the Bidding Process.

2.5.5 The Successful Bidder’s EMD/Bid security will not be returned and shall be retained as security for the Successful Bidder to execute the Contract.

2.5.6 The ASCDCL shall be entitled to forfeit and appropriate the EMD/Bid security inter alia in any of the events specified in Clause 2.6.8 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the ASCDCL will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period as specified

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in this RFP. No relaxation of any kind on EMD/Bid security shall be given to any Bidder.

2.5.7 The EMD/Bid security shall be furnished in Indian Rupees only. No interest shall be payable by the ASCDCL on the EMD/Bid security.

2.5.8 The EMD/Bid Security shall be forfeited and appropriated by the ASCDCL without prejudice to any other right or remedy that may be available to the ASCDCL hereunder or otherwise;

2.6.8.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 2.19 of this RFP;

2.6.8.2 If after submitting the tender, the tenderer/contractor withdraws his offer or modifies the same, or if after the acceptance of his Tender, the contractor fails or neglects to furnish the security deposit; without prejudice to any other right and powers of ASCDCL hereunder, or in law, ASCDCL shall be entitled to forfeit the full amount of the earnest money/bid security deposited by him.

2.6.8.3 In the case of Successful Bidder, if it fails within the specified time limit:

- i. To sign and return the duplicate copy of LOA in accordance with the terms thereof;
- ii. To sign the Contract within the time specified by the ASCDCL;
- iii. To furnish the Security Deposit within the period prescribed in the Contract; or
- iv. In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Security Deposit.

## 2.6 Contents of Bid

**The bidder must purchase the bidding documents via online mode by depositing the cost of Tender.**

The first envelope “Envelope No.1” shall contain the following documents.

- i. The EMD/Bid security will be paid via online mode only. It should be ensured that the online EMD/Bid security paid through bidders account only in the form of online payment Gate way mode. EMD/Bid security shall be drawn directly from the account of Bidder / Bidding Firm. Scanned copies of proof of tender fee payment and EMD/Bid security payment.
- ii. Scanned copy from original copy of covering letter regarding details of contractor and completeness, correctness and truthfulness of documents submitted on plain paper as per prescribed proforma given in **Annexure 1**.

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- ii. Scanned copy from original copies of Bidder's similar work Experience as per **Annexure 2.**
- iii. Scanned copy from original copy of affidavit regarding completeness, correctness and truthfulness of documents submitted on Stamp paper Rs 500/- as per prescribed proforma given in **Annexure 3.**
- iv. Scanned copy from original copies of CVs of key personnel as per **Annexure 4/4A** duly signed by the contractor.
- v. Scanned copy from original copy of Power of Attorney on behalf of firm, proprietorship firm/Partnership firm / Pvt limited Company or any other registered company Registered with Registrar of Company to sign agreement/ other correspondence with department authority (**Annexure 5**).
- vi. Scanned copy from Financial Statement along with Audited Annual accounts for last three years as per **Annexure 6.**
- vii. Scanned copy from original list of Tools & Plants/Machinery duly signed by the contractor as per **Annexure 7.**
- viii. Scanned copy from Declaration of non-blacklisting as per **Annexure 8.**
- ix. Scanned copy from No deviation certificate as per **Annexure 9.**
- x. Scanned copy from original of Notarised agreement Joint Venture, if Applicable. In present bid, joint ventures are not allowed.
- xi. Scanned copy from original of Registration documents of firm( Firm, Proprietorship firm/ Partnership firm /Registration of Private limited company / Registration of Public limited company or any other company or any other Company as the case may be.
- xii. Scanned copy from original list of works completed and in hand and works tendered along with supporting certificates in **Annexure 10.**
- xiii. A self attested affidavit that "Additional Performance Security is enclosed in Envelop No. 2" shall be included in the Technical Bid Envelope No. 1. Such Performance security of required amount, if not found in Envelope No. 2 (in case tendered rates are found below 1% of amount put to tender), the offer shall be treated as invalid and rejected forthwith.

2.7.1 The bidder shall submit its Bid in two envelopes as follows:

**Table 2: Brief Details of Procedure for submission of Bid**

S. No.	Envelope and Title	Annexures to be inserted	Documents to be attached
1	Envelope 1: "Key Submissions and Technical Bid"		

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Envelope 1A: Key Submissions		Copy of Proof of RFP Fee Payment and copy of proof of EMD/Bid security payment
Envelope 1B: “Technical Bid”	Annexure 1, 2, 3, 4,4A, 5, 6, 7,8, 9, Ors	<ul style="list-style-type: none"> <li>• RFP document, Contract conditions and Corrigendum /Addendum, if any, signed &amp; sealed by the authorized representative</li> </ul>
		<ul style="list-style-type: none"> <li>• Cover letter as per Annexure 1: Bid Covering Letter</li> </ul>
		<ul style="list-style-type: none"> <li>• Bidder’s Similar work Experience as per Annexure 2 along with the necessary documents as per RFP</li> </ul>
		<ul style="list-style-type: none"> <li>• Details of the Bidder as per Annexure 3</li> </ul>
		<ul style="list-style-type: none"> <li>• Details of Key Personnel as per Annexure 4 &amp; 4A</li> </ul>
		<ul style="list-style-type: none"> <li>• Power of Attorney as per Annexure 5</li> </ul>
		<ul style="list-style-type: none"> <li>• Financial Statement as per Annexure 6 along with Audited Annual accounts.</li> </ul>
		<ul style="list-style-type: none"> <li>•Details of T&amp;P/Machinery as per Annexure 7</li> </ul>
		<ul style="list-style-type: none"> <li>• Declaration of Non-blacklisting as per Annexure 8</li> </ul>
		<ul style="list-style-type: none"> <li>• No deviation certificate as per Annexure 9</li> </ul>
		<p>Self attested Affidavit of submission of Additional Performance Security in Envelope no. 2 (in case tendered rates are found below 1% of amount put to tender),</p>
		<ul style="list-style-type: none"> <li>• Any other documents required as per the RFP terms.</li> </ul>
<ul style="list-style-type: none"> <li>•The Price Bid / prices should not be mentioned anywhere in Envelope-1.</li> </ul>		
Envelope 2: Price Bid		To be submitted online via e-tendering portal only.

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**2.7.2 Sealing and Marking of Bids**

- i. Envelope 1 shall contain two sealed envelopes, namely Envelope 1A and Envelope 1B. The sealed Envelope 1A and sealed Envelope 1B shall then be placed in a single outer envelope marked as Envelope 1.
- ii. The Bidders shall seal Envelope 1 and Envelope 2 separately in two envelopes, duly marking the envelopes as “Envelope 1: KEY SUBMISSIONS AND TECHNICAL BID” and “Envelope 2: PRICE BID”; respectively. Envelope 2 shall be submitted only via <https://mahatenders.gov.in> .
- iii. Bidders shall provide one duplicate of Envelope 1. The Bidder shall seal the original and duplicate of the “Key Submissions” and “Technical Bid” in separate envelopes, duly marking the envelopes as “ORIGINAL” and “DUPLICATE”. The envelopes shall then be sealed in a single larger outer envelope. In the event of any discrepancy between the original and duplicate, the original shall prevail.
- iv. Each of the envelopes shall be addressed to:

ASCDCL, War Room, Ambedkar Research Center, Near Amkhas  
Maidan, Aurangabad- 431001. Email: [hq@aurangabadsmartcity.in](mailto:hq@aurangabadsmartcity.in)
- v. If the envelopes are not sealed and marked as instructed above, the ASCDCL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- vi. The name of work for which the Bid is submitted should be clearly indicated on the cover of the envelopes.
- vii. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

**2.8 Language**

The bids should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

**2.9 Authentication of Bids**

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

**2.10 Amendment of Request for Proposal**

- a. At any time prior to the due date for submission of bid, ASCDCL may, for any reason, whether at its own initiative or in response to a clarification requested by prospective



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bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

- b. It shall be the responsibility of the prospective bidder(s) to check the website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, ASCDCL shall not be responsible.
- c. In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, ASCDCL, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on the website of ASCDCL.

**2.11 Deviations and Exclusions**

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in **Annexure 9**. The bids with deviation(s) are liable for rejection.

**2.12 Late Bids**

- a. Late submission will not be entertained and will not be permitted by e-Procurement Portal.
- b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. ASCDCL shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.
- d. ASCDCL reserves the right to modify and amend any of the above-stipulated condition/criterion.

**2.13 Right to Terminate the Process**

ASCDCL may terminate the RFP process at any time and without assigning any reason. ASCDCL makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by ASCDCL.

**2.14 Non-Conforming bids**

A bid may be construed as a non-conforming bids and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP.
- b. If a bid does not follow the format requested in this RFP or does not appear to address the requirements of the solution.

**2.15 Acceptance/Rejection of Bids**

- a. ASCDCL reserves the right to reject in full or part, any or all bids without assigning any reason thereof. ASCDCL reserves the right to assess the Bidder's capabilities and capacity. The decision of ASCDCL shall be final and binding.
- b. Bid should be free from overwriting. All erasures, correction, or addition must be clearly written both in words and figures and attested.

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- c. In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, ASCDCL reserves the right to reject the Bid and forfeit the EMD/Bid security.

**2.16 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the ASCDCL/Authority in relation to, or matters arising out of, or concerning the Bidding Process. The ASCDCL/Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The ASCDCL/Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the ASCDCL/Authority or as may be required by law or in connection with any legal process.

**2.17 Disqualification**

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. During validity of the bid, or its extended period, if any, the bidder changes its quoted prices
- b. Bidder's bid is conditional and has deviations from the terms and conditions of RFP
- c. Bid is received in incomplete form
- d. Bid is not accompanied by all the requisite documents
- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- f. Financial bid is enclosed with the same document as technical bid or not submitted online.
- g. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- h. In case the bidder submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.

**2.18 Fraud and Corrupt Practice**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, ASCDCL shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, ASCDCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD/Bid security and/or Security deposit and/or Performance security, as the case may be, as mutually agreed

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genuine pre-estimated compensation and damages payable to ASCDCL for, inter alia, time, cost and effort of ASCDCL, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.

- b. Without prejudice to the rights of ASCDCL under Clause above and the rights and remedies which ASCDCL may have under the Letter of Award or the Agreement, if a Bidder is found by ASCDCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Letter of Award or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by ASCDCL during a period of 3 years from the date such Bidder is found by ASCDCL to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- c. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. "corrupt practice" means (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of ASCDCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the Letter of Award (LOA) or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of ASCDCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (b) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of ASCDCL in relation to any matter concerning the Project;
  - ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
  - iv. "undesirable practice" means (a) establishing contact with any person connected with or employed or engaged by ASCDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (b) having a Conflict of Interest; and
  - v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
  - vi. Successful bidder will have to sign Integrity Pact as per Annexure 13.

**2.19 Conflict of Interest**

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- a. A bidder shall not have a conflict of interest that may affect the Selection Process or the solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, ASCDCL shall forfeit and appropriate the EMD/Bid security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to ASCDCL for, inter alia, the time, cost and effort of ASCDCL including consideration of such Bidder’s Bid (“the Damages”), without prejudice to any other right or remedy that may be available to ASCDCL hereunder or otherwise.
- b. ASCDCL requires that the bidder provides solutions which at all times hold ASCDCL’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of ASCDCL.
- c. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - i. The Bidder, and any other Bidder, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
  - ii. Such Bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder; or
  - iii. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - iv. Such Bidder, has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or

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- v. Such Bidder has participated as a consultant to the ASCDCL/Authority in the preparation of any documents, design or technical specifications of the Project.

**2.20 Withdrawal, Substitution, and Modification of Bids**

- a. A Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial) as per the instructions/ procedure mentioned at e-Procurement website
- b. Bids withdrawn shall not be opened and processed further.

**2.21 Site Visit**

- a. Before filling this application/submitting the bids, the Bidders shall visit the Site and satisfy themselves as to the conditions prevalent there especially regarding accessibility to the Site, nature and extent of the city, working conditions, stocking of materials, installation of tools and equipment etc., accommodation and movement of labour for satisfactory completion of the works, applicable laws and regulations, and any other matter considered relevant for them. To obtain first-hand information on the local conditions, the Bidders are encouraged to visit the proposed locations before submitting Bids. No financial claims for such visits and for collection of information shall be reimbursable. The Bidders must carry proper due diligence of the applicable local taxes/charges etc., which may affect their project financials.
- b. It shall be deemed that by submitting a Bid, the Bidder has:
  - i. made a complete and careful examination of the bidding documents;
  - ii. received all relevant information requested from the ASCDCL/authority(ies);
  - iii. accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of the Authority relating to any of the matters referred to various clauses;
  - iv. satisfied itself about all matters, things and information including matters referred to various clauses herein above necessary and required for submitting an informed bid, execution of the project in accordance with the bidding documents and performance of all of its obligations there under;
  - v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to in various clauses herein shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the ASCDCL;
  - vi. acknowledged that it does not have a conflict of interest; and
  - vii. agreed to be bound by the undertakings provided by it under and in terms hereof.
- c. The ASCDCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the ASCDCL.

**FOR SPECIAL ATTENTION OF TENDERER**

The tenderers are expected to visit the site before quoting the tender and get themselves fully acquainted with the site conditions and site requirements.

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The tenderers shall study the site and general conditions in respect of approaches, labour, water supply, climate, quarries and the data included in the tender document and get verified from the actual inspection of site, etc., before submitting the tender. In case of any doubt about any item or data included in the tender or otherwise, it shall be got clarified by applying in writing to the tender inviting. Once the tender is submitted, it shall be concluded that the contractor is well versed and agrees to all the details required for completing the work as per tender conditions and specifications.

2.22 **Qualification Criteria**

2.22.1 Qualification Criteria

The tenderer/bidder must have-

1. achieved a minimum average annual financial turnover of **Rs 24 Lakhs ( Rupees Twenty Four Lakhs only)** during last five financial years ending 31<sup>st</sup> March 2020 (2015-16 to 2019-20) updated to current cost (For Heritage Conservation and Restoration works only ). For updating to current cost please refer Table 3.

2. experience in successfully completed **Three (3)** Similar works, each work value not less than **Rs. 12 lakhs (Rupees Twelve Lakhs Only)** updated to current cost, during the last five years (2015-16 to 2019-20).

Or

experience in successfully completed **Two (2)** Similar work each work value not less than **Rs. 16 lakhs (Rs Sixteen Lakhs Only )** updated to current cost, during the last five years (2015-16 to 2019-20).

Or

experience in successfully completed **One (1)** Similar work of value not less than **Rs. 25 lakhs (Rs. Twenty Five Lakhs only)** updated to current cost during the last five years (2015-16 to 2019-20).

**Table 3: Updating weightage to Current Cost**

Sr. No.	Year	Cost of work	Updated cost %
1.	2019-20	100	100
2.	2018-19	100	110
3.	2017-18	100	121
4.	2016-17	100	133
5.	2015-16	100	146

Similar work means bidder should have worked for **Heritage Conservation or Restoration work of Heritage monuments specifically involving in Lime mortar with Archaeological survey of India / state archaeology / any other government or**

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**semi government organisation. Only material supply work will not be considered as a Heritage Conservation or Restoration work.**

Certificates are required to be obtained from the officer not below the rank of Executive Engineer or Equivalent for works carried out in Govt/ Semi Govt Bodies or equivalent competent authority in case of local bodies. In case of other than Govt./ Semi Govt. /PSUs / Autonomous Bodies etc., certificates are required to be obtained from Director / CEO / or Office in Charge of Project or equivalent.

### **2.22.2 Bid Capacity**

The bid capacity shall not be less than the estimated cost put to tender for which the bid is submitted. Bid capacity will be evaluated as part of post qualification in the following manner;

$$\text{Bid Capacity} = 2 \times (A \times N) - B$$

A = Maximum annual turnover of Heritage Conservation and Restoration works excluding private works during last five years (updated to the current level as per Table 3) which will take into account the completed and part of ongoing works completed during last five years (Such certificates are required to be obtained from the chartered accountant Maharashtra state only). Last five years mean 2015-16 to 2019-20.

N = Number of years in which present work is stipulated to be completed. If the time stipulated is between 0.5 and 1 year, N value shall be considered as 1 (hence In the present case N=1).

B = Total ongoing commitments (ongoing works and existing commitments) value (updated to the price level of the year indicated in the Table 3 ) of existing commitments and on-going works to be completed during the next **4/12 Years (4 Months)** (period of completion of the works for which bids are invited)

#### **Note:**

- The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent. Please provide details as per Annexure 10.
- **The Price Bid shall be opened only if the bid capacity calculated is not less than the estimated cost of work put to tender.**
- The updating of current cost of works executed earlier to above mentioned period shall be worked out in the same manner shown in Table 3.
- The contractor will submit his own calculation of Bid Capacity in Annexure 10 A but the same is subjected to scrutiny and check. If the same is found to be incorrect and not based on required certificates, the calculation made by ASCDCL shall be final.

### **2.22.3 T&P/ Equipment**

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- a. The tenderer shall own/leased the following key equipment (Table 5) in the full working conditions. The bidder shall submit scanned copy of proof of (either owned or leased) following equipment.

**Table 5: T&P/Equipment**

S. No.	Type of Equipment	Maximum age as on 01.4.2020 (Years)	Number of equipment required
1.	Lime mixer	5 Years	1

Note: It shall be responsibility of contractor to provide any other equipment as needed to successfully execute the work as per the contract.

- b. The T&P/ equipment /machinery specified in above Table shall be owned/leased by the contractor, Scanned copy of ownership/leased documents shall be uploaded in prescribed template, failing which Price Bid (envelope No 2) shall not be opened.

**2.22.4 Table 6: List of Key Personnel to be deployed on Contract Work**

S. No.	Personnel	Qualification	Required Nos.
1	Civil Engineer	B.E. (Civil) /B.Tech (Civil) + 15 Years Experience	1 No.
2	Site Engineer	B.E. (Civil)/ + 10 Years Experience	1 No
3	Site Supervisor	Diploma Civil+ 5 Years Experience	2 No
	Total		4 Nos

Note: It shall be responsibility of contractor to deploy suitably qualified human resources as needed (in addition to list of key personnel) to successfully execute the work as per the contract.

- a. Bidder shall submit the name and C.V.s of above Personnel in envelope no 1. If CV doesn't fulfil the requirement of qualification mentioned above, Price Bid (Envelope 2) shall not be opened.
- b. If Bidder fail to upload C.V's of Key Personnel, then Bidder shall be given 48 hrs time to submit the same, failing which Price Bid (envelope No 2) shall not be opened.



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**2.23.5** Even though the bidders meet the above qualifying criteria, they are subjected to be disqualified if they have made misleading or false representation in the forms statement and attachments submitted as proof of the qualification requirements and / or record of past performance such as abandoning the works, not properly completing the contract, inordinate delays in completion litigation history or financial failures etc.

The requirements of qualification criteria are tabulated in the following Table;

**Table 7: Brief details of Qualification Criteria**

S. No.	Qualification Criteria	Documentary Evidence
1	Minimum Average Financial Turnover as mentioned in Section 2.23.1	Chartered Accountant
2	Satisfactory completion of similar works as per section 2.23.2	Experience certificate issued by the officer of the rank of Executive Engineer or above. Copies of contracts should be enclosed showing the required quantities of items, along with completion certificates of such completed works.
3	Availability of the equipment owned and leased for this work as per section 2.23.3	Own or leased proof
5	Availability of key personnel with adequate experience for this work as per section 2.23.4	Degree/Diploma certificates and copies of appointment offers/willingness (undertaking) & experience certificates
6	Bid capacity as per section 2.23.2	Turnover of last 5 years, and ongoing commitments etc as per section 2.23.2

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2.22.5 The Hard copy of Uploaded Document in Envelope No.1 should be submitted to the office of the ASCDCL.

**2.22.6 ENVELOPE No. 2: PRICE/FINANCIAL BID**

Offer has to be submitted online.

**2.22.7 SUBMISSION OF TENDER :**

Refer to website The Maharashtra Govt tenders information system <https://mahatenders.gov.in> for details.

**2.22.8 OPENING OF TENDERS:**

On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tenders/bids.

a. ENVELOPE No. 1 : ( Technical Bid)

First of all Envelope No. 1 of the tender will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer's Envelope No. 2 will not be considered for further action and the same will be recorded.

The decision of the tender opening authority in this regard will be final and binding on the contractors.

b. ENVELOPE No. 2: (Price/Financial Bid)

This envelope shall be opened online after opening of Envelope No. 1, only if contents of Envelope No. 1 are found to be acceptable to the Department and technical bid eligible. The tendered rates in Schedule 'B' or percentage above/below the estimated rates shall then be read out in the presence of bidders who remain present at the time of opening of Envelope No. 2.

**2.22.9 Deposits and Payment**

**2.22.9.1 SECURITY DEPOSIT :**

- a. The successful tenderer whose tender is accepted will have to pay 2% of the amount of accepted tender value towards the Security Deposit in the form of bank guarantee of scheduled bank, DD, F.D.R. of the Nationalised or scheduled bank / Government Securities duly pledged in the name of the CEO, Aurangabad Smart City Development Corporation Limited towards the initial Security Deposit, valid within the time limit

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prescribed in clause 1 of B-1 Form, valid till completion of defect liabilities period failing which his earnest money/bid security will be forfeited to Government.

- b. In addition to the above, an amount of 3% of the accepted tendered value will be deducted from the each running bills at 1% of value of the gross bill towards balance security deposit till total amount is recovered. This is a compulsory deduction.
- c. A proforma for submission of security deposit in the form of Bank Guarantee (BG) is given in Annexure-11.

### **3. ELIGIBLE BIDDER AND SELECTION PROCESS**

#### **3.1 Eligible Bidder**

For determining the eligibility of Bidder, the following shall apply:

- a. The bidder should meet the criteria of eligibility.
- b. Bidder may be a natural person or private entity.
- c. Joint venture is not allowed
- d. A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process as defined in the tender documents.
- e. Bidder shall upload all the documents as required.
- f. Bidder shall deposit the earnest money/bid security of required amount and in prescribed form.

#### **3.2 Selection Process of Bidders**

- a. The Bids shall be opened by ASCDCL in the presence of the Bidders or their representatives who choose to attend. The representatives of the bidders are advised to carry identity cards or a letter addressed to ASCDCL identifying that they are bonafide representatives of the bidder firm, for attending the opening of bid. There will be three bid-opening events:
  - STAGE 1 (Key Submissions)
  - STAGE 2 (Technical bids)
  - STAGE 3 (Price/Financial bids)
- b. The date and time for opening of Price/Financial bids would be communicated to the qualified bidders.

#### **3.3 Preliminary Examination of Bids**

ASCDCL shall examine the bids to determine whether they are complete, the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by ASCDCL and shall not be included for further consideration. Earnest Money (EMD)/Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization (Power of Attorney)

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- c. Received without paying tender fee
- d. Found with suppression of facts/details
- e. With incomplete information, subjective, conditional offers and partial offers submitted
- f. Submitted without the documents requested
- g. Non-compliant to any of the clauses mentioned in the RFP
- h. With lesser validity period
- i. EMD/Bid security not deposited/ not deposited as required

### **3.4 Clarification on Bids**

During the bid evaluation, ASCDCL may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. Clarifications shall be obtained only in pre-historic information like bidders' credentials.

### **3.5 Bid Parameter**

The Bid shall comprise the rates quoted by the Bidder in accordance with the provisions of the bid document. Subject to Clauses 2.23 of this RFP, the Bidder who offers the lowest rates shall ordinarily be selected for award of work subject to the provisions of Clause 2.19 and elsewhere mentioned in the document, the Price/Financial Bids of all the Bidders whose Bids are adjudged as responsive and thereafter found eligible in the evaluation of Technical Bids shall be opened to determine the lowest Bidder.

In the event of two or more Bidders quote the same lowest rates (the "Tie Bidders"), on being called upon by ASCDCL, the financial offer shall be submitted again by such lowest bidders to break the tie. The revised offer shall, however, not be more than the originally quoted figure. Any revised offer more than the original offer shall be liable to be rejected.

In case of difference in the offer quoted by the bidder in figures and the words, the offer/rates quoted in words shall prevail.

### **3.6 Evaluation Process**

ASCDCL shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids. The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations to their bids.

Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are as follows:

### **3.6.1 Technical Evaluation**

Technical proposals will be evaluated for their compliance of responsiveness to various bid requirements. ASCDCL will carry out a detailed evaluation of the Bids in order to determine whether the technical aspects are in accordance with requirements set forth in the Bid Documents. In order to reach such a determination, the ASCDCL will examine and compare the various technical aspects of the Bids on the basis of the information supplied by the Bidders for overall completeness and compliance and deviations from the ASCDCL requirements to the Proposal/conditions. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail will be categorized as non-responsible and shall be liable for rejection.

### **3.6.2 Opening of Price/Financial Bids and Evaluation**

After the technical evaluation, ASCDCL shall invite bidders to attend the opening of Price/Financial Bids who have been determined as technically qualified. The schedule and venue for opening of Price/financial bids shall be duly intimated to the substantially responsive and technically qualified bidders well in time.

### **3.7 Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the ASCDCL makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the ASCDCL and/ or their employees/ representatives on matters related to the Bids under consideration.

## **4 AWARD OF CONTRACT**

### **4.1 Notification of Award**

ASCDCL will notify the successful Bidder in writing by e-mail followed by courier/registered/speed post.

### **4.2 Signing of Contract**

- a. After the notification of award, ASCDCL will issue Letter of Award (“LOA”) and the contract shall be signed between successful bidder and ASCDCL. As an acceptance of the LOA, the Bidder shall sign and return back a duplicate copy of the LOA to ASCDCL along with Security Deposit within 10 days from the date of issuance of LOA.
- b. On receipt of the Performance Security, ASCDCL or the agency designated by ASCDCL shall enter into an Agreement with the successful bidder.

#### **4.3 Security Deposit and Additional Performance Security**

- a. Within ten (10) days from the date of issuance of LOA, the successful Bidder shall at his own expense submit Security Deposit @ 2% of tendered amount rounded to next Rs 1000 in the form of DD/FDR/Government Securities/unconditional and irrevocable Performance Security of in favour of “The CEO, ASCDCL”. The Bank Guarantee shall be from a Nationalized/Scheduled Bank in the format prescribed in Annexure 11 of this RFP, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- b. The Security Deposit shall be invoked by ASCDCL, in the event the Bidder:
  - i. Fails to meet the overall conditions as mentioned in RFP or any changes agreed between the parties,
  - ii. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of ASCDCL,
  - iii. Misrepresents facts/information submitted to ASCDCL
- c. The Security Deposit shall be valid two months beyond the completion of defect liability period. The Security Deposit may be discharged/returned by ASCDCL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on it.
- d. In the event of the Bidder being unable to service the contract for whatever reason(s), ASCDCL shall have the right to invoke the security notwithstanding and without prejudice to any rights whatsoever of ASCDCL under the contract.

##### **4.3.1 Additional Performance Security**

Additional Performance Security shall be made as per following calculation.

- i. If the tenderer quotes his offer 1% to 10% below the cost put to tender, he shall submit the Demand Draft / FDR / Bank Guarantee of the amount equal to 1% of cost put to tender.
- ii. If the offer quoted is more than 10% below but less than or upto 15% below the cost put to tender, the tenderer shall submit the Demand Draft / FDR / Bank Guarantee of the cumulative amount which is equal to the amount by which offer is more than 10% below plus the amount as per (i) above (For example, for 14% below rate :  $1\% + (14\% - 10\%)$  i.e.4% thus total 5%)
- iii. If the offer quoted is more than 15% below the cost put to tender, the tenderer shall submit the Demand Draft / FDR / Bank Guarantee double amount for remaining amount in addition to above. (For example, for 19% below rate:  $(19\% - 15\%) = 4\% * 2 = 8\%$ ). Thus, if the offer quoted is more than 15% below the cost put to tender, the tenderer shall submit the Demand Draft / FDR / Bank Guarantee as for example: for 19% below rate :  $(1\% + (15\% - 10\%))$  i.e.5% thus total 6%) +  $(19\% - 15\%) = 4\% * 2 = 8\%$  i.e., total 14%)

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**Note:**

- If the Performance Security of **Demand Draft / FDR / Bank Guarantee** amount below Rs.1000/- then Demand Draft should be at least for Rs. 1000/-.
- Submit the **Demand Draft / FDR / Bank Guarantee from Nationalized/Scheduled Bank** of the commutative amount which should be rounded off to next hundred rupees.
- Additional performance security is permitted to be accepted in the form of DD/ FDR/ BG of any Nationalized/ Scheduled Bank. Additional Performance Security shall be submitted within 10 days of issuance of LOA
- Additional Performance Security of the successful bidder shall be returned immediately upon satisfactory completion of work; the certificate of which shall be issued by the ASCDCL before releasing the additional security.

**5 FAILURE TO COMPLY WITH THE TERMS & CONDITIONS OF THE RFP**

- a. Failure of the successful bidder to comply with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event ASCDCL may award the contract to the next best value bidder or call for fresh bids.
- b. In such a case, ASCDCL shall invoke the PG and/or forfeit the EMD/Bid security.

**6 MISCELLANEOUS**

- a. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and including but not limited to laws of Government of Maharashtra in force and as amended from time to time; and the Courts in Aurangabad shall have exclusive jurisdiction in all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b. The ASCDCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - i. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - ii. Consult with any Bidder in order to receive clarification or further information;
  - iii. Retain any information and/ or evidence submitted to the ASCDCL by, on behalf of, and/ or in relation to any Bidder; and/ or
  - iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the ASCDCL, its employees, agents, consultants and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by

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applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**6.1 Stamp Duty**

The contractor shall bear the revenue stamp duty on total security deposit of the agreement and/or Additional Performance Security Deposit (payable as per tender condition), as per the Indian Stamp Duty (1985) (latest revision) provision applicable during contract period.

**6.2 Guidelines for Submission of Tender**

- 6.2.1 The guidelines, “to download the tender document and online submission of bids procedure of tender opening” can be downloaded from website: <https://mahatenders.gov.in>.
- 6.2.2 The date and time for online submission 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 shall not be entertained.
- 6.2.3 If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, ASCDCL shall not be responsible and any grievance regarding that shall not be entertained.
- 6.2.4 Any erasures made in the tender documents may result in rejection of tender.
- 6.2.5 In case, the tenderer or in case of firm or company authorized person does not sign the tender documents in the place provided for the purpose, and as required, it is liable for rejection.
- 6.2.6 If the tendering contractors are a partnership firm or company, they shall in their forwarding letter should mention the names of all the partners of the firm or the company as the case may be and the names of the partners who hold the power of attorney authorizing him to conduct transactions on behalf of the Company/Firm.
- 6.2.7 Rules and conditions of the contract are subject to amendment till the time of acceptance of tender.

**6.3 Signing of Contract**

As the ASCDCL notifies the successful Bidder that the bid has been accepted, the ASCDCL shall send the Bidder an acceptance letter informing the Bidder, the further necessary line of action including signing of contract etc.

**6.4 Approvals**



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Responsibility of Engineer in Charge regarding getting approvals and permissions from local bodies will be limited to extending all possible help in solving local problems for obtaining permission, obtaining power supply etc.

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**APPENDICES AND ANNEXURES**

Bidder shall submit all queries in the following format with the subject capturing the name of the RFP.

**Appendix - 1 Template for Queries**

<b>Sl. No.</b>	<b>RFP Volume/Section</b>	<b>RFP Page No.</b>	<b>Content in the RFP</b>	<b>Clarification sought</b>

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**Annexure 1: Bid Covering Letter**

Date: dd/ mm / yyyy

To,

The Chief Executive Officer,  
Aurangabad Smart City Development Corporation Limited  
Ambedkar Research Centre, Near Amkhas Maidan,  
Aurangabad-431005

**Sub: RFP for CONSERVATION AND RESTORATION OF KALA GATE,  
AURANGABAD**

Ref: RFP No. .... dated ....

Dear Sir,

With reference to your “**Request for Proposal for CONSERVATION AND RESTORATION OF KALA GATE, AURANGABAD**”, We hereby submit our Pre-qualification/ Technical Bid and Price Bid (Financial Bid) for the same.

1. I / We, having examined all relevant documents and understood their contents, hereby submit our Bid for subject project. The Bid is unconditional and unqualified.
2. I/We acknowledge that the ASCDCL will be relying on the information provided in the Bid and the documents accompanying the Bid, and we certify that all information provided in the Bid and in the Annexures & Appendices, are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of the respective originals.
3. I / We shall make available to the ASCDCL any additional information it may deem necessary or require for supplementing or authenticating the Bid.
4. I / We acknowledge the right of the ASCDCL to reject our application/bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I / We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
  - a. We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - b. I / We do not have any conflict of interest as mentioned in the RFP Document;
  - c. I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage

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AURANGABAD

in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders in accordance with the RFP document.
8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the work for the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the ASCDCL (and/ or the Government of India) in connection with the Selection Process itself in respect of the above mentioned Project.
11. I/We agree and understand that the Bid is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the work is not awarded to me/us or our Bid is not opened or rejected.
12. I / We agree to keep this offer valid for 120 (One hundred and twenty) days from the Bid Due Date as specified in the RFP.
13. In the event of my/our firm being selected, I/we agree and undertake to carry out the work in accordance with the provisions of the RFP and that our team represented by the team leader shall be responsible for providing the agreed services and not through any other person or Associate.
14. We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the ASCDCL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the work.
15. I do hereby declare that the documents submitted in envelope No. 1 of the tender document for the work are true, correct and complete. In case, the contents of envelope No. 1 and other documents pertaining to the tender submitted by me/us are found to be incorrect or false, I/we shall be liable for action under the relevant provision of Indian Penal Code and other relevant laws.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.
17. Brief details of my/our particulars are attached herewith in Appendix – 2 and declaration & certificate attached in Appendix – 3 and 4.
18. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

In case of any clarifications please contact \_\_\_\_\_ email at \_\_\_\_\_.

Thanking you,

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Yours sincerely,

(Signature of the bidder)

Printed Name

Designation

Seal

Place:

Business Address:

Mobile no.

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**Appendix 2: Details of ----- Bidder/Contractor's name)**

S. No.	Particulars	Details
1	Name of the Bidder	
2	Legal status of Bidder (Individual, company, Pvt. Ltd., LLP etc.)	
3	Registered office address	
4	Registration details/Organisation	
5	GST Number	
6	PAN details	
7	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
8	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
9	EMD/BID SECURITY Details	
10	Brief description of the Company including details of its registration:	
11	A statement by the Bidder or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is to be given below (Attach extra sheets, if necessary).	

(Signature of contractor)

Name of Contractor

Date

Place

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**Appendix 3: Declaration by Contractor**

**DECLARATION**

1. I/we have visited the site of work before quoting the tender and got myself /ourselves acquainted with the site conditions and site requirements for the work.
2. I/we hereby declare that I/we have made myself/ourselves thoroughly conversant with the local conditions regarding all materials, such as stones, murum, sand, their leads, availability of water and labour on which I/we have quoted my bid for this work.
3. The specifications, conditions and clauses of this work have been carefully studied and understood by me/us before submitting the tender.
4. I/we undertake to use only the best materials, to be approved by the Engineer in charge of the work or his duly authorized representative, before starting the work and also to abide by his decision.
5. I/we hereby undertake to pay the labours engaged on the work as per Minimum Wages Act 1984 applicable to the zone concerned.
6. I/We shall replace repair and adjust free of all charges to the employer any part of the work which fails to comply with the Specifications or amendment to such specifications as referred to in our specifications attached to tender, except fair wear and tear until the completion and for a period mentioned under defect liability period.
7. All the work shall be of a type which has been proved in service to be suitable for the purpose required by the specifications and shall be tested in accordance with the appropriate standard specifications approved by the Engineer-in-charge.
8. I/We accept and abide by the clause relating to quality and guarantee of work.

Date:

Place:

Contractor's Signature

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AURANGABAD

**Appendix 4: Certificate**

1. I/we, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm  
*M/s -----* have abandoned any work on Building/ Bridges/ Roads etc. nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department/ASCDCL.
5. It is certified that Additional Performance Security (in case tendered rates are below 1% of amount put to tender) amounting to Rs.-----in the form of DD/FDR/BG bearing no. ----- from (Name of Bank) has been included in the Envelope no. 2 as required in the tender documents. I am also aware if the Additional Performance Security as required in the tender documents is not found in Envelope No. 2, my/our Bid shall be declared invalid and rejected forthwith.

(Signed by Contractor/an Authorised representative of the Firm)

Name

Designation

Date

Place



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AURANGABAD

**Annexure 2: Format for Bidder's Similar Experience**

Project /Name of work	Name of the Employer	Description of work	Contract No.	Value of Contract (Rs. lakhs)	Date of Issue of work order	Quantity executed of Lime Work	Actual date of completion	Remarks explaining reasons for delay & work completed
					Stipulated Date of completion			

Note:

- Clearly bring out the experience details to be reckoned for evaluating the Technical Bid in terms of fulfilment of Qualification Criteria (Clause 2.23);
- The claimed experience shall be supported by (i) Work Orders/copies of agreements and certificates from the Client.
- Quantities of RCC and steel (TMT/HYSD) are to be given project wise.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

Notes:

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AURANGABAD

**Annexure 3: Details of the Bidder**

(Format of affidavit to be given on Rs. 500 Non-Judicial Stamp Paper)

I,..... Age ..... years, address  
.....

(Authorised signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm ...../ authority signatory and I am submitting the documents in envelope no.1 for the purpose of scrutiny of the contract **(Name of Work: CONSERVATION AND RESTORATION OF KALA GATE, AURANGABAD.** I hereby agree to the conditions mentioned below:-

1. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope No.1.
2. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
3. I am liable for action under Indian Penal Code if any papers are found false /fraudulent during contract period and even after the completion of contract (finalisation of final bill).

Signature of Authorised person.....

Applicant/Contractor Name.....

Address.....

Place : .....

Date :-.....

E-mail.....

Mobile,,,,.....

Website.....

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AURANGABAD

**Annexure 4: List of Key Personnel to be deployed on Contract Work**

<b>S. No.</b>	<b>Personnel</b>	<b>Qualification</b>	<b>Required Nos.</b>
1	Civil Engineer	B.E. (Civil) /B.Tech (Civil) + 15 Years Experience	1 No.
2	Site Engineer	B.E. (Civil)/ + 10 Years Experience	1 No
3	Site Supervisor	Diploma Civil+ 5 Years Experience	2 No
	Total		4 Nos

Note: It shall be responsibility of contractor to deploy suitably qualified human resources as needed (in addition to list of key personnel) to successfully execute the work as per the contract.

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**Annexure 4 A: Sample format for Curriculum Vitae (CV) of key personnel**

Criteria	Details	
Proposed Position		
Name		
Nationality		
Date of birth		
PAN		
Educational Qualifications		
Employment record /Experience  (Starting with present position, list in reverse order every employment held.)		
Details of the current assignment and the time duration for which services are required for the current assignment.		
List of projects on which the Personnel has worked	Name of projects	Description of responsibilities

**Certification:**

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience

**Note ;**

1. Bidder shall submit the name and C.V.s of above Personnel in envelope no 1. If CV doesn't fulfil the requirement of qualification mentioned above, Envelope 2 shall not be opened
2. If Bidder failed to upload C.V's of Key Personnel, then Bidder shall be given 48 hrs time submit the same, failing which envelope No 2 shall not be opened.

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**Annexure 5: Power of Attorney for Signing of Bid**

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name) \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the work "CONSERVATION AND RESTORATION OF KALA GATE, AURANGABAD proposed or being developed by Aurangabad Smart City Development Corporation Limited (ASCDCL) (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the ASCDCL/Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the ASCDCL/Authority in all matters in connection with or relating to or arising out of our bid for the said work/Project and/or upon award thereof to us and/or till the entering into of the Agreement with the ASCDCL/Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

For \_\_\_\_\_  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted Notarised  
(Signature, name, designation and address of the Attorney)

**Note: To be submitted in original**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

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**Annexure 6: Format for Financial Statement**

(On Chartered Accountant/Statutory Auditor's letterhead)

I hereby declare that I have scrutinized and audited the financial statements of M/s\_\_\_\_\_.  
The annual turnover of the Company/firm for the five years from 2015-16 is as follows:

<b>Year</b>	<b>Average Annual Turnover (INR)</b>
2015-16	
2016-17	
2017-18	
2018-19	
2019-20	

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AURANGABAD

**Annexure 7: Details of T&P/Machinery available with the tenderer for use on this work**

<b>S. No.</b>	<b>Name of equipment</b>	<b>No. of units</b>	<b>Name of make</b>	<b>Capacity</b>	<b>Age &amp; condition</b>	<b>Remarks</b>

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**Annexure 8: Declaration of Non-Blacklisting**

**DECLARATION OF NON-BLACKLISTED STATUS**

*(To be provided on the Company letter head)*

**Declaration for Bidder:**

Place:

Date:

To,  
The Chief Executive Officer,  
Aurangabad Smart City Development Corporation Limited

Subject: Self Declaration of not been blacklisted in response to the

Ref: RFP No. ....**dated** .....

Dear Sir,

We confirm that our company/firm, \_\_\_\_\_, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Bidder)

Printed Name

Designation

**Seal**

Business Address:



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**Annexure 9: No Deviation Certificate**

This is to certify that our offer is exactly in line with your tender enquiry/ RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Design, Technical Specifications and other requirements) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

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AURANGABAD

**Annexure 10: Existing Commitments and ongoing works**

**(A) Existing commitments and on-going works :**

Descript ion of work	Place & State	Contract No.	Name & Address of employer	Value of Contract (Rs. Cr.)	stipulated period of completion	Value of works* remaining  to be completed	Anticipated date of completion .
1	2	3	4	5	6	7	8

1. Attach certificate(s) from the Engineer(s)-in-charge.

2. The item of works for which data is requested should tally with that specified in bid capacity calculation.

3. \* on 1<sup>st</sup> April 2020.

**(B) Works for which bids already submitted:**

Description of work	Place & state	Name & address of employer	Estimated cost of works	Stipulated period of completion	Date when decision is expected	Remarks

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AURANGABAD

**Annexure 10A: Calculation of bid capacity made by the Contractor**

A = Maximum annual turnover of civil engg. Works excluding private works during last five years in lakhs	N = Time in which the work is to be completed in years (N to be taken as 1)	B = Ongoing works and existing commitments, in lakhs	Bid capacity in lakhs $= 2 \times A \times 1 - B$

**Note:**

1. The calculation will be based on required certificates
2. The details of “A” and “B” may be worked out and submitted with the calculation
3. The Bid capacity shall be more than the estimated cost put to tender for post qualification
4. The calculation if not found correct and not based on attached certificates will be corrected by ASCDCL as per attached certificates by the contractor.

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**Annexure – 11: FORM OF BANK GUARANTEE**

In consideration of the CEO, Aurangabad Smart City Development Corporation Limited (hereinafter called “ASCDCL having agreed to exempt hereafter called “The said contractor”) from the demand, under the terms and conditions of an Agreement dated (hereafter called “the said Agreement”) made between the ASCDCL and the said contractor for the Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Agreement, on production of the Bank Guarantee for Rs------(in figures) (Rs------(in words) we, (hereinafter referred to as “the Bank” at the request of the said contractor do hereby undertake to pay to the ASCDCL an amount not exceeding the above said amount of Guarantee against any loss or damage caused to or would be caused to or suffered by the ASCDCL by reason of any breach by the said contractor or any of the terms or conditions.

2. We, \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, in hereby on a demand from the ASCDCL stating that the amount claimed is due by way of loss or damage caused to or would be to or suffered by the ASCDCL by reason of breach of the said contractor of any of the terms or condition contained in the said agreement or any reason of the contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding the above said amount Guarantee.

3. We undertake to pay to the ASCDCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment

4. We \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continued to be enforceable till all the dues of the ASCDCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged till ASCDCL certified that the terms and conditions of the said Agreement have been duly and properly carried out by the said contractor and accordingly discharges this guarantee unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.

5. We \_\_\_\_\_ further agree that ASCDCL shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the ASCDCL against the said contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from any liability by reason of any such variation, or extension being granted to the said contractor, or for any forbearance act or omission on the part of the ASCDCL any indulgence by the ASCDCL to the said contractor or by any such matter or thing whatsoever which under the law to sureties would, but for this provisions, have effect of so relieving us.

This guarantee shall not be discharged due to the change in the constitution of the Bank or of the Contractor.

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7. We, lastly undertake not revoke this guarantee during its currency except with the previous consent of the ASCDCL in writing.

*Dated the day of 2021*

For \_\_\_\_\_  
(Indicate the name of the Bank)

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**ANNEXURE- 12 COLLABORATION AGREEMENT**

This agreement made at -----(Place) this day -----(date, month and year) between M/s. -----(Name of the bidder, who intends to collaborate and its registered office address) here-in-after referred as (Principal contractor) which expression shall unless it be repugnant to the context or contrary to the meaning there of be deemed to mean and includes its successors in business and permitted assigns of the ONE PART and M/s -----(name of the collaborator and its registered address) here-in-after referred as (Collaborator) which expression shall unless it be repugnant to the context or contrary to the meaning there of be deemed to mean and includes its successors in business and permitted assigns of the OTHER PART.

**WHEREAS**

- 1) ASCDCL has floated a tender for the work CONSERVATION AND RESTORATION OF KALA GATE, AURANGABAD ,
- 2) (Principal contractor) -----registered with ASCDCL/MCGM/MIDC/CIDCO/ANY GOVT ORGANIZATION in Class -----is a well established contractor engaged in the activities of construction of buildings and roads,
- 3)(Collaborator) -----Registered with Maharashtra Jeevan Pradhikran/MIDC/MCGM/CIDCO/ANY GOVT in Civil/Mechanical Class-----is well established contractor having the experience of -----(details of works),
- 4) The principal contractor desires to collaborate with the collaborator for execution of following works, as he don't have sufficient experience of this particular work included in tender as mentioned in para 1 above.

<b>Sr.No.</b>	<b>Name of work</b>	<b>Amount</b>
	Total	

*(Note :-It is obligatory to furnish above information otherwise collaboration agreement shall not be considered).*

5) The Parties hereto have come together to set up a collaboration in order to quote for the tender mention in para 1 above and on award of the tender to jointly execute the work as mentioned in para 4 above as well as to guarantee it's perfect execution utilizing the technical experience. The principal contractor involved in this collaboration, directly or indirectly shall hold fully responsible towards ASCDCL to look after the execution of the said work as per the terms and conditions and specifications mentioned in tender.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-**

1) In consideration of the mutual understanding, trust and confidence each of the parties in other, they have mutually agreed to form a collaboration to submit the tender and if the tender is accepted by the ASCDCL then carry on the business as a collaboration in respect of

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development and execution of the said work in accordance with the terms and conditions that may be imposed or agreed by and between the ASCDCL and the Principal contractor hereto.

2) The collaborator shall be responsible for completion of works for which the collaboration is made, however the principal contractor shall be ultimately responsible and liable for completion of entire works in accordance with the terms and conditions on which the award to execute the work is made by ASCDCL under the said tender.

3) In the event of any dispute or difference or misunderstanding arises between both of them in course of execution of the work after the award of the work to the Principal contractor by ASCDCL, the same shall be referred to Member Secretary, ASCDCL and his decision in this respect shall be final and binding on both the parties

IN WITNESS WHERE OF the parties hereunto have set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED  
BY THE WITH IN NAMED

**(Name of First Party)**

**(Name of Second Party)**

**WITNESS :-**

**1.**

**2**

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AURANGABAD

**Annexure 13: Integrity Pact**

Between

AURANGABAD SMART CITY DEVELOPMENT CORPORATION LIMITED  
(ASCDCL)

having its Office at ASCDCL Office, War Room, Near Ambedkar Research Center, Aam Khaas Maidan,  
Aurangabad -431001, hereinafter referred to as "**ASCDCL**",

and

-----  
(Insert the name of the Sole Bidder/Firm)

having its Registered Office at (Insert full Address) hereinafter referred to as "The Bidder/Contractor"

**Preamble**

ASCDCL intends to award, under laid, contract for CONSERVATION AND RESTORATION OF KALA GATE, AURANGABAD

ASCDCL values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors. In order to achieve these goals, ASCDCL and the above named Bidder/Contractor enter into this agreement called 'Integrity Pact' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

**Section I - Commitments of ASCDCL**

1. ASCDCL commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of ASCDCL, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

b. ASCDCL will during the tender process treat all Bidder(s) with equity and fairness. ASCDCL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. ASCDCL will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/ Agencies participating in the Bidding/Tendering process

2. If CEO, ASCDCL obtains information on the conduct of any employee of ASCDCL which is a criminal offence under the relevant Anti- Corruption Laws of India, or if there be a



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substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

**Section II-Commitments of the Bidder/Contractor**

1. The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to ASCDCL, or to any of ASCDCL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.

b. The Bidder/Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by ASCDCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly In the Bidding.

e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/ or with the execution of the contract.

f. The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information's in order to influence the bidding process or the execution of the contract to the detriment of ASCDCL.

2. The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section III- Disqualification from tender process and exclusion from future contracts**

1. If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, ASCDCL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

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2. If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, ASCDCL may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.

3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, ASCDCL may revoke the exclusion prematurely.

**Section IV - Liability for violation of Integrity Pact**

1. If ASCDCL has disqualified the Bidder from the tender process prior to the award under Section III, ASCDCL may forfeit the Bid Guarantee under the Bid.

2. If ASCDCL has terminated the contract under Section III, ASCDCL may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

**Section V- Previous Transgression**

1. The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section VI - Equal treatment to all Bidders/Contractors**

1. ASCDCL will enter into agreements with identical conditions as this one with all Bidders.

2. ASCDCL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

**Section VII - Punitive Action against violating Bidders/Contractors**

1. If ASCDCL obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if ASCDCL has substantive suspicion in this regard, ASCDCL will inform the Chief Vigilance Officer (CVO).

**(\* Section VIII - Independent External Monitor / Monitors**

1. ASCDCL has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, out of which one of the IEMs has been indicated in the NIT/IFB.

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2. The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to CEO, ASCDCL, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the IPC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to CEO, ASCDCL, giving Joint findings.
3. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CEO, ASCDCL.
4. The Bidder(s)/Contractor(s) accepts that the IEM has the right to access Without restriction to all documentation of ASCDCL related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder( s)/ Contractor( s)/ Subcontractor( s) with confidentiality.
5. ASCDCL will provide to the IEM information as sought by him which could have an impact on the contractual relations between ASCDCL and the Bidder/Contractor related to this contract.
6. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the CEO, ASCDCL and request the CEO, ASCDCL to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to ASCDCL and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to ASCDCL.
7. The IEM will submit a written report to the CEO, ASCDCL within 8 to 10 weeks from the date of reference or intimation to him by ASCDCL and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the IEM has reported to the CEO, ASCDCL, a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India, and the CEO, ASCDCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this Information directly to the CVC, Government of India.
9. The word '**IEM**' would include both singular and plural.

Thus Section shall be applicable for only those packages wherein the IEMs have been Identified in Invitation for Bids and/or Bid Data Sheets of Conditions of Contract, or in any of the Bidding Documents.

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**Section IX - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

**Section X - Other Provisions**

1. This agreement is subject to Indian Law Place of performance and jurisdiction is the establishment of ASCDCL. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
4. Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
5. Views expressed or suggestions/ submissions made by the parties and the recommendations of the CVO/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/ differences arising out of the subject contract. # CVO shall be applicable for packages to wherein IEM are not Identified in Section IFB/ Condition of Contract, IEM shall be applicable for packages wherein IEM are identified in Section IFB/Condition of Contract.
6. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**(Signature)**

**(For & On behalf of ASCDCL)  
Bidder/Contractor)**

(Office Seal)

Name:

Designation

Witness 1:

(Name & Address).

**(Signature)**

**(For & On behalf of**

(Office Seal)

Name:

Designation

Witness 1:

(Name & Address)

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Witness 2:  
(Name & Address) .

Witness 2:  
(Name & Address)

**Annexure 14: Indenture for Secured Advances**

**FROM 31**

**(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time.)**

This indenture made the \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_ BETWEEN \_\_\_\_\_ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and the employer of the Other Part.

Whereas by an agreement dated \_\_\_\_\_ (hereinafter called the said agreement)

the contractor has agreed.

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to executive at rates fixed for the finished works (inclusive of the cost of materials and labour and other charges)

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on and the Employer has reserved to himself the option of making any further advance or advance on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WINTNESSE that in pursuance of the said agreement and in consideration of the sum of Rupees on or before the execution of these presents paid to the Contractor by the Employer (the receipt where of the Contractor doth hereby acknowledge) and of such further advance (if any) as may be made to him as a for said the Contractor doth hereby covenant and agree with the ASCDCL and declare as follows :

- (1) That the said sum of Rupees \_\_\_\_\_ so advanced by the Employer (means ASCDCL) to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind the contractor will not make any application for or receive a further advance of the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor indemnified the -----, ASCDCL, Aurangabad against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said account of Secured Advance and all other materials on the security of which any further advance or advance may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer/ASCDCL.
- (5) That the said materials shall not be any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf
- (6) That the advance shall the -----ASCDCL, Aurangabad of the price payable in full when or before the Contractor receives payment from the -----ASCDCL, Aurangabad of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payment are made to the Contractor on account of work done than on the occasion of each such

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payment the Employer will be at liberty to make a recovery from the contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates are which the amounts of the advances made under these presents were calculated.

- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the -----, ASCDCL, Aurangabad shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the -----ASCDCL, Aurangabad in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the ----- ASCDCL, Aurangabad to repay and pay the same respectively to him accordingly.
- (8) That the contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the ----- ASCDCL, Aurangabad may at any time thereafter adopt all or any of the following courses as he may deem best :
- (a) Seize and utilise the said materials or any part thereof in the completion of the said Works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the -----, ASCDCL, Aurangabad on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the -----, ASCDCL, Aurangabad under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said advance shall not be payable.



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- (9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

**SPECIAL CONDITIONS OF CONTRACT**

**1. DEFINITIONS:**

In the contract, the following terms shall be interpreted as indicated.

- a. **"The Contract"** means the agreement entered into between the owner (ASCDCL) and the contractor as recorded in the contract form signed by the parties, and includes all the attachments and appendices thereto and all documents incorporated by references therein.
- b. **"The Contract Price"** means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations.
- c. **"The Owner" and "Employer"** means the CEO, ASCDCL, for the time being holding that Office and also his successors and shall include any other officer authorized by him.
- d. **"The Department"** means ASCDCL of Aurangabad.
- e. **"The Contractor"** means successful tenderer, whose tender is accepted and who has been authorized to proceed with the work.
- f. **"ASCDCL"** means Aurangabad Smart City Development Corporation Limited.
- g. **"CEO"** shall mean Chief Executive Officer, Aurangabad Smart City Development Corporation Limited, Aurangabad, the person, for the time being holding that Office and also his successors and shall include any Engineer authorized by him.
- h. **"The Chief Engineer "** shall mean Chief Engineer of ASCDCL, the person, for the time being holding that Office and also his successors and shall include any Engineer authorized by him.
- i. **"Tender"** means the proposal of the contractor submitted in prescribed form setting-forth the prices for the goods to be supplied and other related services to be rendered and setting forth his acceptance of the terms and obligations of the conditions of contract and specifications.
- j. **"Contract Time"** means period specified in the document for the entire execution of contracted works and other services to be rendered commencing from the date of notification of award including monsoon period.
- k. **"Month"** means the calendar month.
- l. **"Site"** means location at which the contractor will have to execute the contracted work.
- m. **"The Engineer or Engineer-in-charge"** shall mean the Engineer authorized by the CEO, ASCDCL, Aurangabad.
- n. **"Consultant"** means Consultant appointed by the CEO, ASCDCL, Aurangabad.
- o. **"City Engineer"** means city engineer of ASCDCL, Aurangabad or any other engineer authorized by CEO, ASCDCL.

**SPECIAL CONDITIONS**

- 1.1 The contractor shall erect temporary sheds for storage for materials brought by him on site. The contractor shall have separate godowns for storage of cement and other materials.
- 1.2 Major materials i.e. cement, and steel, brought on the work site shall be accompanied with the necessary company/manufacturing firm's test certificates. In addition, these materials shall be tested as per frequency prescribed by the Department and the cost of such testing shall be borne by the contractor. If the test results are satisfactory, then only the material shall be allowed to be used on the work. If the test results are not as per standards, 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 will be allowed to be used before receipt of test results but this will be entirely at the risk and cost of the contractor.
- 1.3 The contractor shall maintain register of major materials as directed by Engineer in Charge. The proforma as specified in PWD accounts code "Material at site account" shall be used. These registers shall be signed by both contractors and representative of Engineer-in-Charge. These registers shall be made available for inspection, verification for the Department as and when required.
- 1.4 Contractor shall have Cube Testing machine on site. Test cubes shall be tested in front of Engineer-in-Charge or his representative and a register for it shall also be maintained. 30% samples shall be sent to outside labs approved by the Engineer in Charge.
- 1.5 All the formwork used for construction shall be of steel or with lining of steel. Wooden shutters, in general, shall not be allowed except in case of minor components at the discretion of the CEO.
- 1.6 All the water pumping arrangements shall be made and temporary structures/ diversions constructed by the contractor, if required during carrying out the works, at his cost and nothing extra shall be paid on this account.
- 1.7 Contractor shall take trial pits and trial bores at site at his own cost to ascertain the bearing capacity of the strata and accordingly submit the designs. The Contractor shall maintain the record of these details in prescribed proforma and registers as directed by the CEO, ASCDCL.
- 1.8 Contractor shall take photographs and videos of all sub-works during construction on monthly basis and submit two copies in hard and soft copies to ASCDCL.

**2. SCOPE AND MEANING OF CONTRACT:**

The term contract hereinafter used means and includes the notice for invitation of tender, tender document issued to the contractor, rates quoted by the contractor and accepted by ASCDCL, and drawings. These are subject to any alterations, modifications and negotiations carried out and agreed to before the contract is finally decided and accepted by the CEO, ASCDCL. The term contractor and firms mean the agency entering into contract with the CEO.

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**2.1 The scope of work includes-**

- 2.1.1 Removing the existing water proofing layers carefully on the balcony with removal of vegetation, loose gravel before repairing is done. Redoing waterproofing with lime concrete.
- 2.1.2 The comprehensive water proofing treatment using traditional methods
- 2.1.3 The entire structure be to be carefully inspected before removal of any vegetation depending upon the strategy & extent of damage to the structure. Any vegetation to be removed with due care so that it does not grow again in future
- 2.1.4 Removal of deteriorated pointing from the masonry joints either in bricks, stones to be replaced with new stones or bricks using lime mortar. The redone work shall be free from any vandalism, algae deposits, cracks & any foreign materials. The quality of the pointing must match with the style & design of the particular monument, which may differ from monument to monument.
- 2.1.5 Lime plaster and lime wash shall be done using necessary binders as approved by the experts, The lime wash shall be applied only on plaster very carefully after removing of algae deposits, filling the cracks, touch up to any depressions & damages if any, etc. Before execution of plaster and lime wash sample must be approved for its density, mix & quality of the painted surfaces. Before the execution of the item the surfaces to be cleaned up using soft or hard wire brushes.
- 2.1.6 Structural repairs - Cracks shall be grouted and any loose granular deposits shall be removed before filling of the joints. The mortar mixed shall be 1:2 lime mortar or as per specifications with fine sand and fine sand free of soil as per instructions. The approved grouts chemicals shall be used.
- 2.1.7 Construction of Stone - The description of ashlar masonry shall be as per the specifications given in estimates. The color of stone shall match with the original stones. Size and style of ashlar masonry shall be approved from ASCDCL.
- 2.1.8 Original architectural elements are to be repaired & replaced.

The mix designs, getting them approved from government engineering college, providing all material, labour, equipment, construction, testing and commissioning along with removing any observed defects during the defect liability period is in the scope of this work. The contractor will get the mix design done at his cost from the lab(s) approved by the Engineer in Charge.

**3. ACQUAINTANCE WITH WORKS AND SITE CONDITIONS:**

The contractor shall be deemed to have carefully examined the scope of work, location and alignment of various components under this tender, site conditions, the general conditions, the specifications, drawings, availability of material required, etc., and has fully acquainted himself regarding all aspects of works.

**4. OBSTRUCTIONS IN THE WORK:**

All obstructions such as electric cables, telephone line, water and sewer mains, manholes, natural drainage, culverts, storm water drains etc. coming in the way shall be carefully looked after against any damages which otherwise will have to be made

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good by the contractor at his own cost. Any work of removing, repairing or remaking etc. will be carried out by the contractor without any extra claims for the same in consultation with the respective departments.

**5. LAND FOR THE USE BY THE CONTRACTOR FOR STORING MATERIALS ETC.:**

As far as possible the contractor shall be allowed to use the Land available with ASCDCL at site without any charge, in possession of ASCDCL for stacking his materials, stores, erection of temporary structures, sheds etc. with prior written permission of CEO. The location of the temporary structures to be erected shall be got approved from the CEO and all the materials and equipments required for the work shall be stacked at suitable place as directed by Engineer in charge. All of such land occupied by the contractor for temporary use shall be handed over back in good conditions to the entire satisfaction of the ASCDCL as and when demanded by him/her. Any damage or alterations made in the area shall be made good by the contractor. If the Departmental land is not available, the contractor has to make his own arrangements of land on hire or otherwise at his own cost.

**6. LABOUR CAMPS:**

The contractor shall at his own expenses make all necessary provisions for land, housing, water supply and sanitary arrangements etc. for his employees and labour. He shall pay direct to the authorized concerned all rents, taxes and other charges as applicable. The contractor shall also comply with all requirements of health department in regard to maintenance of anti-epidemic conditions.

The contractor at his cost shall make all arrangements for prevention of Coronavirus (Covid 19) as per the guidelines of the Government.

**7. WORK THROUGH OTHER AGENCY IN THE SAME AREA:**

The CEO, ASCDCL shall have the right to execute the works, not included in this contract, but within the premises occupied by the contractor for the purpose of this contract, through any other agency.

**8. SPECIFICATIONS:**

The wording of items in Schedule 'B' shall be taken as guidelines for general provisions and coverage under the item. The detailed specifications for relevant items shall be as per detailed specifications enclosed and as per P.W.D. Hand Book, Standard Specifications, Relevant and latest editions of IS. Code. The other standard, wherever quoted, shall be applicable. 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/IRC codes. If any of the items of the contract do not fall in reference quoted above, the decision and specification as directed by the CEO shall be final.

It is presumed that the Contractor has gone carefully through the standard specifications and their amendments (Vol. I & II, 1981 edition) and the Schedule of rate of the

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Division and has also studied site conditions before arriving at rates quoted by him. The special provisions and detailed specification of wording of any item of Schedule B shall gain precedence over the corresponding contrary provisions (if any) in the standard specifications given without reproduction the details in contract. Decision of engineer in Charge/CEO shall be final in case of interpretation of specifications.

The precedence of the interpretation will be as given below;

1. Nomenclature of the item in Schedule – B
2. Special conditions/Technical specifications/Additional conditions attached in the tender
3. Maharashtra PWD Specifications
4. IS Codes
5. CPWD Specifications

**9. WATER AND ELECTRICITY:**

The contractor shall make his own arrangements at his own cost for water required for construction, drinking and for labour camp. ASCDCL, Aurangabad does not take any responsibility for supply of water to contractor for construction or curing purposes during the entire work. If water is supplied by ASCDCL, Contractor shall take connection at his cost and provide water meter on it. Water charges shall be paid by the contractor as per prevailing water rates to the ASCDCL regularly every month. Power supply from MSEDCL if required for construction of work as well as for labour camp will have to be arranged by the contractor at his cost. ASCDCL does not take guarantee for continuous power supply at site.

**10. LINE OUT:**

The contractor shall himself carry out the line out of works in the presence of the representative of ASCDCL and the contractor shall be responsible for accuracy of it. He shall employ a qualified Engineer for this purpose as well as for supervision of works.

**11. PROGRAMME AND PROGRESS SCHEDULE:**

The contractor shall furnish within 15 days from the date of work order/LOA a progress schedule indicating the date of start, monthly/quarterly progress expected to be achieved as per the directions of Engineer in Charge and anticipated date of completion of each major item of the work. The schedule should be capable of achievement towards completion of whole work in the stipulated time.

i. The Contractor shall submit his own programme as per time limit stipulated in the tender, in the form of PERT/Bar Chart which should give details of milestones of physical stages of each sub work. Simultaneously with the execution of the Contract Agreement, the Contractor shall submit to The Engineer his item-wise monthly programme, which shall be nothing but detailing of the programme,

ii. The programme shall also state the milestones of part commissioning and part completion of the sub-work included in the tender. The programme shall also provide the information as to required approvals to drawings, samples, materials, equipment's and their time of submissions to Engineer in Charge. The progress shall be submitted

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by the Contractor vis-a-vis programme every month. The works team of the Contractor shall be so motivated to know the balance work at the end of each week and the rate required in the balance period to complete the work and therefore, shall endeavour to complete the task assigned for each week timely. In case, where the updated and revised schedule is required, the same shall be submitted to the Engineer/owner for approval.

In the event of contractor failing to execute the work as per scheduled programme submitted by him or in the event of unreasonable delay in the part of contractor, he shall be liable to as compensation an amount at the fixed rate subject to maximum amounting to 10% of the tender cost.

**12. CHECKING QUALITY OF THE WORK:**

The Engineer-in-Charge to ensure quality of work, may consider it necessary to satisfy himself through inspections, and testing of materials. The contractor shall at any time during continuance of the contract period produce samples of work done or if necessary, pull down a defective part of the work as decided by Engineer in Charge after inspection and/or testing as the Engineer-in-Charge may direct. The contractor shall make good the same at his cost and to the satisfaction of the Engineer-in-Charge without extra cost.

**13. CHANGES:**

Any marginal and minor changes as may be found necessary by the Engineer-in-Charge during execution shall have to be carried out by the contractor without extra cost.

**14. INSURANCE OF WORKERS:**

The successful tenderer shall get the labour insurance and as per Clause 61, done on account of risk involved, within a month from the date of work order, failing which 1% of the Contract Value shall be withheld from the R.A. bills of the work and it shall not be refunded till labour insurance is done and a documentary Evidence to this effect is produced by the contractor. The successful contractor tenderer shall purchase insurance policy indemnifying the CEO therein as per the directions of Engineer in Charge. In case, the completion period is extended, then the period of insurance shall be renewed/extended as per requirement.

**15. ARBITRATION:**

The procedure for arbitration will be as per G.R of Law & Judiciary Department issued vide Sankirn- 2016/C.R. 20/ Ka-19 dt.13/10/2016 regarding “Institutional Arbitration Policy”, including amendments if any.

**16. INTENT AND INTERPRETATION OF CONTRACT DOCUMENTS:**

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

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

Written clarifications or interpretations necessary for the proper execution or progress of the work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Engineer and in accordance with any schedule agreed upon.

Figured dimensions on drawings shall govern over scaled dimensions and detailed drawings shall govern over general drawings.

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

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

**17. LAND, CONDITION AND LAYOUT:**

**17.1 Surveys and Measurements**

The contractor shall carefully preserve all surveys as also setting out stakes, reference points, benchmarks and monuments. If any stakes, points or benches be removed or destroyed by any act of the contractor or his employees, they may be reset at the contractor's expense. The contractor shall supply without charge the requisite number of persons with the means and materials necessary for the purpose of surveying, setting out works, and counting, weighing and assisting in the measurement or examination of the work/materials at any time as required by the Engineer in Charge.

The Contractor will establish at the work site a substantial B.M. and connect it to a permanent B.M. available in the area with known value. The contractor will then carry out necessary surveys and levelling, covering his work, in verification of the survey data on the working drawings furnished by the Engineer and he will be responsible for establishing the correct lines and levels and verification of the lines and level furnished on the working drawings. If any error has occurred in the work due to non-observance of this clause, the contractor will be responsible for the error and bear the cost of corrective work.

**17.2 Site Office**



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The Contractor shall construct at his cost a semi-permanent nature site office with minimum of 20 Sq. m area and shall provide minimum two tables, two almirahs, six numbers of chairs. The office and the furniture shall be provided and maintained by the contractor throughout the contract period at his cost. The use of the site offices shall be adequate size to accommodate the inspecting Engineers of PMC/Supervisory agency/Consultant/Owner/any other inspection committee/agency appointed by the Government of India/Maharashtra/ Collector/ Municipal Administration/ASCDCL to discuss and review progress of work. No extra payment will be made on this account.

**18. SECURITY DEPOSIT AND INDEMNITY BOND:**

The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligation under the contract. This shall be read with Clause No.1 and 20 of B-1 Form for Security Deposit and Defect Liability Clause respectively.

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

The contractor shall have experienced in similar work, technically qualified engineer and supervisor for the work, capable of managing and guiding the work and also capable of understanding the instructions given to them by the Engineer-in-Charge from time to time and shall be responsible to carry them out promptly. The contractor shall have during working hours, supervisor of sufficient training and experience to supervise the various items and operations of the work. Further, the Engineer-in-Charge may notice, desire contractor high ranking member to be present on any specified date, the contractor shall comply with such directions

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

**18.1 Site Engineer**

The Contractor shall keep on the work at all times during its progress competent engineer(s), qualified and experienced, capable of managing and guiding the work and understanding the specifications and contract conditions. For this purpose, the contractor shall communicate to the Department, name, qualification and experience of

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such Engineer(s) to be appointed for execution of this work as per the tender documents. They shall not be replaced without ten (10) days written notice to the Engineer except under extra-ordinary circumstances. The engineer shall be the Contractor's representative at the site and shall have authority to act on behalf of the contractor. All communications, instructions and directions given to the agent shall be binding as if given to the Contractor by the Engineer not otherwise required to be in writing will be given or confirmed in writing upon request of the Contractor or in work-order (site order) book.

**18.2 Care and Use of Site**

The Contractor shall not commence operations other than the work on land allotted for work without prior approval of the Engineer. If the land is not adequate the Contractor's establishment required for the work, he may have to make his own arrangements for additional land(s) required for his use. The contractor shall not demolish, remove or alter any of the structures, trees or other facilities on the site without prior approval of the Engineer. All the area of Contractor's operations shall be cleared before returning them to the Engineer.

**19. OVERLOADING:**

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

**20. MANUFACTURER'S INSTRUCTIONS:**

The Contractor shall compare the requirements of the various manufacturer's instructions with requirements of the contract documents, shall promptly notify to the Engineer in writing of any difference between such requirements and shall not proceed with any of the works affected by such difference until an interpretation or clarification is issued pursuant to it.

The contractor shall bear all costs for any error in the work resulting from his failure to the various requirements and notify the owner/ASCDCL of any such difference.

**21. PROTECTION:**

The contractor shall take all precautions and furnish and maintain protection to prevent damage, injury or loss to other persons who may be affected thereby. All the works and all materials and equipment to be incorporated therein whether in storage or on the site, under the care, custody or control of the contractor or any of his sub-contractors and other improvements and property at the site or where work is to be performed including building, tools and plants, pole lines, fences, guard rails, guide posts, culvert and works markers, sign structures, conduits, pipelines and improvements within or adjacent to streets, right-of-way, or easements, except those items required to be removed by the Contractor as per the contract documents. The Contractors protection shall include all

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the safety precautions and other necessary forms of protection, and the notification of the owners of utilities and adjacent property.

The contractor shall protect adjoining site against structural, decorative and other damages that could be caused by the execution of works and make good at his cost any such damages that could be caused by the execution of works and make good at his cost any such damages.

**21.1 UTILITIES AND SUB-STRUCTURES:**

Before commencing any excavations, the Contractor shall investigate, determine the actual locations, and protect the indicated utilities and structures, shall determine the existence, position and ownership of other utilities and substructures in the site or before the work is performed by communication with such property owners, search of records, or otherwise and shall protect all such utilities and substructures.

Except for those improvements and facilities required to be permanently removed by the contractor, the contractor shall make satisfactory and acceptable arrangements with the appropriate owners, and shall repair, restore all improvements, structures, private and public roads, property, utilities and facilities disturbed, disconnected, or damaged as a result or consequence of his work or the operations of those for whom he is responsible or liable, including that caused by trespass of any of them, with or without his knowledge or consent, or by the transporting of workmen, material or equipment to or from the site.

**22. WORKMEN AND WORKMANSHIP:**

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not healthy, skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor.

In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice to any other liability under the acts pay the owner/ASCDCL a sum as decided by the engineer.

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

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

**23. MATERIALS AND EQUIPMENT:**

All materials and equipment incorporated in the work shall be new. Materials and equipment not covered by detailed requirements in the contract documents shall be of the best commercial quality suitable for the purpose intended and approved by the owner/ASCDCL prior to use in the work.

Only one brand, kind or make of material or equipment shall be used for each specific purpose through-out the works, notwithstanding that similar material or equipment of two or more manufacturers or proprietary items may be specified for the same purpose as per the directions of the Engineer in Charge.

**24. USE OF APPROVED SUBSTITUTIONS OR EQUALS, EXTRA ITEMS AND SUBSTITUTED ITEMS:**

The contractor shall bear all extra expenses resulting from providing or using approved substitutions of higher specifications or equals in case the contractor desires so, including the expenses of required engineering, redesigning, drafting and permits where necessary, on written Engineer's approval only.

In the case of Extra Item(s) being the schedule items (State Schedule of Rates 2020-21, PWD, Government of Maharashtra for civil and Current Schedule of Rates (Electrical) 2018-19, PWD, Government of Maharashtra, for electrical items), these shall be paid as per the schedule rate plus/minus percentage above/ below quoted contract amount. Payment of Extra items in case of non-schedule items (Non-State Schedule of Rates 2019-20, PWD, GoM items for civil and Non Current Schedule of Rates, PWD, GoM 2018-19 for electrical items) shall be made as per the prevailing market rates, subject to the rate analysis.

In the case of Substitute Item(s) being the schedule items (State Schedule of Rates 2019-20, PWD, Government of Maharashtra items), these shall be paid as per the schedule rate plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-Schedule items (Non-State Schedule of Rates 2019-20 items for civil and Non Current Schedule of Rates, PWD, GoM 2018-19 for electrical items) shall be made as per the prevailing market rate, subject to the rate analysis.

**25. LAWS AND REGULATIONS:**

**25.1 Governing Law**

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

## **25.2 Resolving the disputes**

Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non compliance of the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth below.

Either Party may require the Dispute to be referred to the CEO, ASCDCL for amicable settlement. Upon such reference, both the Parties shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions of Arbitration clause.

## **26. BURIED AND CONCEALED WORK:**

The contractor shall help in recording the precise location of all piping, conduits, ducts cables and like work that is buried, embedded in concrete or masonry, or concealed in wood or metal frame walls and structures at the time such work is installed and prior to concealment. Should the contractor cover such buried or work before such recording takes place, he shall uncover the unrecorded work to the extent required by the Engineer and shall satisfactorily restore and reconstruct the removed work with no change in the contract price or the contract time.

## **27. SAFETY PRECAUTIONS AND EMERGENCIES CONTRACTOR'S RESPONSIBILITY FOR SAFETY:**

The contractor shall be solely responsible notwithstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and programme, in connection with the work and shall comply with all laws, ordinance, code rules regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including extensions and non-working hours before completion of work.

On the occurrence of an accident arising out of the works which result in death or which is so serious as to be likely to result in death, the contractor shall within one hour of such accident intimate in writing to the Engineer and the authorities concerned, the facts stating clearly and with sufficient details the circumstances of such accidents and subsequent action taken by him. All other accidents on the works involving injuries to the persons or property other than that of the contractor shall be promptly reported to the Engineer clearly and with sufficient details the facts of such accidents and the action taken by the contractor. In all cases, the contractor shall indemnify the Engineer against all losses or damages, resulting directly from the contractor's failure to report in the manner aforesaid.

This includes the penalties or fines, if any payable by the owner as a consequence of failure to give notice under Workmen's Compensation Act or otherwise to conform to

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the provisions of the said Act in regard to such accidents. In the event of an accident in respect of which compensation may become payable by the contractor, such sum of money as may, in the opinion of the Engineer/concerned authorities shall be payable and be sufficient to meet such liability will be kept in deposit by the Engineer. On the receipt of award from the Labour chief officer in regard to the quantum of compensation, the difference in the amount will be adjusted from the contractor

It is obligatory that the contractor shall take an all Risk Insurance Policy for the works and keep it in force throughout the work period.

**28. WARNINGS AND BARRICADES:**

The contractor shall provide and maintain barricades, guards, guard rails, temporary bridges and walkways, watchmen, headlights and danger signals illuminated from sunset to sunrise and all other necessary appliances and safeguards to protect the work, life, property, the public, excavations, equipment and materials. Barricades shall be substantial construction and shall be painted such 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 defence of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to neglect of the above 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.

**29. ENGINEER'S STATUS DURING CONSTRUCTION, AUTHORITY OF THE ENGINEER:**

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

The Engineer shall not be liable for the results of any ruling, interpretation or decision rendered, or request, demand, instruction, or order issued by him in good faith. The contractor shall promptly comply with requests, demands, instructions and order from the Engineer.

The whole of the works shall be under the directions of the Engineer, whose decision shall be final, conclusive and binding on all parties to the contract, on all questions relating to the construction and meaning of plans, working drawings, sections and specifications connected with the work. The Engineer shall have the power and authority from time to time and at all times make an issue such further instructions and

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directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to the terms of specifications and the contractor shall receive, execute, obey and be bound by the same according to the true intent and meaning thereof, fully and effectually.

Engineer may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any works or any portion of works executed or partially executed, to be removed, changed or altered and if needful, may order that other works shall be substituted instead thereof and the difference of expenses occasioned by any such diminution or alteration so ordered and directed shall be deducted from or added to the amount of this contract.

**30. DUTIES OF ENGINEER'S REPRESENTATIVE:**

The duties of the representative of the Engineer are to check, inspect and continuously supervise the work and to test any materials to be used or workmanship employed in connection with the works. He shall furnish the drawings and information to the contractor, approve the contractor's drawings subject to post-facto approval and signature of the Engineer-in-Charge, recommend and approve the interim certificates and taking over certificates after thorough checking and inspection and recommend extra work required and extension of time.

Approval for or acceptance of any work or material or failure to disapprove any work or material by the representative of the Engineer shall not prejudice the power of the Engineer thereafter to disapprove such work of material and to order removal or modification thereof. If the contractor shall be dissatisfied with any decision of the representative of the Engineer, he shall be entitled to refer the matter to the Engineer, who shall thereupon confirm, reserve or vary such decision only in genuine cases.

**31. DEFECTS AND RECTIFICATION:**

For period specified in the Clause 20 of B.1 form for the defect liability period for the individual type of work from the date of issuance of the completion certificate in accordance with Condition "Final Inspection and Acceptance" mentioned herein after, contractor shall remain liable for any of the works or parts thereof or equipment and fittings supplied which in the opinion of the Engineer fail to comply with the requirements of the contract or are in any way unsatisfactory or defective except fair wear and tear. All such materials/works shall be redone by the contractor without any extra costs.

To the intent that the works and each part thereof shall at or as soon practicable after the expiry of the above period be taken over by the Engineer in the condition required by the contract to the satisfaction of the Engineer, the contractor shall finish the work (if any) outstanding at the date of completion as soon as may be practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects imperfections, shrinkages or other faults as may during the period of maintenance or after its expiry be required of the contractor in writing by the Engineer as a result of an inspection made by or on behalf of the Engineer prior to the

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expiry of the period. The contractor at his own expenses shall carry out all such work if the necessity thereof shall in the opinion of the Engineer and due to the use of materials or to neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If the contractor fails to do any such work as entitled to carry out such work in which the contractor should have carried out at the contractor's own cost, the Engineer shall be entitled to recover from the contractor the cost thereof or may deduct the same from the moneys that become due to the contractor. Notwithstanding the aforesaid, if the contractor remains in default for one calendar month after the Engineer has given written instructions in writing, the amount required for removal of defects shall be recovered from the Security Deposit and the ASCDCL/Engineer will deduct the cost plus overhead expenses of such works as have been necessary to rectify the contractor's default and the balance, and balance if any, shall be disbursed. The Contractor shall submit the "As Built Drawings" and operation and maintenance manual for the fruitful operation of the works. The Contractor will have a liberty to visit the works during the defect liability period and satisfy himself about the on-going operations in case he does not visit and a defect is observed then the Engineer's opinion shall be final and binding as to the application of defect liability.

**32. RIGHT TO WITHHOLD:**

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

**33. FINAL INSPECTION AND ACCEPTANCE:**

Upon written notice from the contractor, that the entire work required by the contract documents is complete and that all submittals required by him are made, and after the Contractor has delivered the bonds, certificates of inspection, guarantees, warranties, releases and other documents, as required by the contract documents or by law, the Engineer will make a final inspection, and he will notify the Contractor in writing of any particulars in which this inspection reveals that the work is defective, and will also notify the Contractor in writing of any deficiencies in the submittals and the document required from him.



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The Contractor shall promptly make such corrections as are necessary to remedy all defects or deficiencies. After the Contractor has completed any such corrections to the satisfaction of the owner, the Engineer will issue a written completion certificate of the work and file any notice and completion required by law or otherwise.

**34. CONTINUING OBLIGATION OF THE CONTRACTOR:**

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

**35. TAXES TO BE DEDUCTED AT SOURCE:**

During the course of contract period the deduction of Income Tax, GST, Works contract tax or any other Central/State or local tax required to be deducted at source, will be made as per prevailing rules from the contractors' bills and will be remitted to the concerned Departments. If so, certificates for such deductions will be issued by the ASCDCL.

**36. RECORDS AND MEASUREMENTS:**

The Engineer shall except or otherwise stated therein, determine by measurement the value in accordance with the contract of works done in accordance therewith.

All items having a financial value shall be entered in a measurement book, level book etc. as prescribed by the Engineer so that a complete record is obtained of all work performed under the contract.

The Engineer or his authorized representative shall take measurements jointly with the Contractor or his authorized representative. Before taking measurement of any work the Engineer or the person deputed by him for the purpose shall give reasonable notice to the contractor. If the contractor fails to attend or send an authorized representative for measurement after such notice or fails to countersign or record the objection within a week from the date of measurement, then in any such event measurements will be taken by the Engineer, or by the person deputed by him shall be taken to be correct measurements of the works and shall be binding on the contractor.

There shall be absolutely no doubt regarding the measurements and hence the contractor shall first arrange the exact branding of the alignment length on site, and mark distinctly. All hidden measurements shall be measured by steel tape, on the exact section as marked previously and depth by the regular staff generally at an average interval of 30 m or suitable interval decided by Engineer-in-Charge.

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In case of difference of opinion in the measured quantity and the payable quantity of any particular measurements, the contractor must know the Departmental practices developed as per the manuals and standard specifications.

The Contractor shall, without any extra charge, provide assistance with every appliance and other things necessary for measurements, such as levelling instruments (Auto setting), tapes, staffs, camera, paints, brushes and required labour.

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

The dated photographs, in two copies, shall be submitted to the Engineer-in-charge every time. No extra cost will be paid for this. This generation of record shall provide the used methodology of working and highlight the quality of material and workmanship. The cost of the said work shall be borne by the Contractor. It shall be the property of ASCDCL and shall not be used for campaigning, advertising without permission of the Aurangabad Smart City Development Corporation Limited.

**37. WRITTEN NOTICE:**

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

**38. USE OF COMPLETED PORTIONS:**

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

**39. CLEANING UP:**

The contractor shall at all times during the work keep the site and premises, adjoining property and public property free from accumulations of waste materials, rubbish, and other debris resulting from the works, and at the completion of the work shall remove all waste materials, rubbish and debris from and about the site and premises as well as

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all tools, construction equipment and machinery and surplus materials, and shall leave the site and premises, clean, tidy and ready for occupancy by the owner. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the contract documents paved ways, parking areas and roadways disturbed by the construction shall be redone by filling the excavation, if any, by sand compacted material and bringing it to its original shape as directed and approved by the Engineer. No waste material shall be buried or disposed of on the owner's property unless so approved in writing by the Engineer-in-Charge. Before the Contractor applies for final inspection and acceptance of the work, all items of work shall be complete, ready to operate, and in a clean condition as determined by the Engineer.

**40. OWNER'S RIGHT TO CLEAN UP:**

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

**41. FOSSILS ETC.:**

All fossils, coins, articles of value of antiquity and structures or other remains or things of geological or archaeological interest discovered on the site shall be deemed to be the property of the owner and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out at the expenses of the Engineer's order as to the disposal of the same.

**42. LABOUR RULES:**

If demanded by authorities, the contractor will have to produce to the satisfaction of the accepting authority, a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences. The contractor shall have to comply with the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be breach of contract and the ASCDCL, may in his discretion, cancel the contract, the Contractor shall also be liable, for any pecuniary liability arising on account of any violation of the provisions of this act, by him. Salient features of some major labour laws/ Acts applicable to establishment engaged will be as below.

- a. Workman compensation Act 1923.
- b. Payment of Gratuity Act 1972.
- c. Employees PF and miscellaneous provisions Act 1952.
- d. Maternity Benefit Act 1951.
- e. Contract Labour (Regulations and Abolition) Act 1970.
- f. Minimum Wages Act 1948.
- g. Payment of Wages Act 1936.
- h. Equal Remuneration Act 1979.

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- i. Payment of Bonus Act 1965.
- j. Industrial Disputes Act 1947.
- k. Industrial Employment (Standing orders) Act1946.
- l. Trade Union Act1926.
- m. Child labour act1926.
- n. Interstate Migrant Workmen's (Regulation of Employment and Conditioned of Services) Act1979.
- o. The Building and other construction works (Regulation of employment and conditions of Services Act 1946 and the Cess Act of1996).
- p. Factories Act 1948.

All the relevant law and act will be applicable for this work.

**43. STATUTORY INCREASE IN DUTIES, TAXES, ETC.:**

- (i) All the taxes and duties levied by the Central Govt., State Govt and by Local Bodies at the prevailing rates applicable on the date of receipt of tender except GST shall be inclusive in the rates quoted by the tenderers. The contractors shall quote their rates considering the same.
- (ii) All tendered rates shall be inclusive of any tax, levy or cess applicable except GST on last stipulated date of receipt of tender including extension if any. However, effect of variation in rates of Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.  
Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.
- (iii) Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 6 of Clauses of Contract.  
The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iv) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

**44. INSPECTION, TESTING & FEES:**

All material & equipment, irrespective whether specified or not, shall be tested at manufacturer's works laboratory/site/as decided by the Engineer in Charge and the Test Certificates thereof shall be furnished.

The test shall be witnessed by the Engineer-in-charge as well as the third party designated by the ASCDCL, if any. All inspection and testing related costs shall be borne by the contractor.

**45. MACHINERY REQUIRED:**

All machinery required for erection/execution purposes such as concrete batch mix plant, concrete pumps, cranes, trucks, etc. shall be arranged by the Contractor. Department shall not take any responsibility for providing such machinery even on rental basis. No concreting shall be permitted unless centering/shuttering, concreting and reinforcement are approved by the Engineer-in-Charge.

**46. WORK ORDER/SITE ORDER BOOK:**

A well bound work order/site order book shall be maintained on site and it shall be the property of the ASCDCL and the Contractor/ his engineer/agent shall promptly sign orders given therein by the Engineer in Charge /ASCDCL officials or his superior officer, in token of having received them and comply them. This will be a permanent record the compliance shall be reported by the contractor to the Engineer in good time so that it can be checked. The blank work order/site order book with machine numbered pages will be provided by the Engineer in Charge free of charge for this purpose. The Contractor will be allowed to copy out the instruction therein from time to time. He will not record any remarks in the order book but may take up the matter recorded therein.

**47. DISCREPANCIES AND OMISSIONS:**

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

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**48. PRICE VARIATION:**

Price variation is not applicable to this tender.

**49. NO INTEREST ON DUES:**

No interest shall be payable by the ASCDCL on amounts due to contractors pending final settlement of claim. Further, no interest shall be payable by the ASCDCL on any amount/payment.

Any recovery advised by the ASCDCL shall be recovered from the bill(s) or money retained from this contract. All the recoveries either outstanding or dues under the contract or incidental there to as determined may be, stand recoverable.

Secured Advance will be granted as per provisions made in MPW Manual and MPW Account Code. The contractor will have to sign indenture as per Annexure 14.

**50. MOBILIZATION ADVANCE:**

No mobilization advance for this work shall be granted.

## **ADDITIONAL CONDITIONS OF CONTRACT**

### **1. GENERAL**

The quoted rate shall be total rate for the completed item of work as per the item/specifications, and shall be inclusive of all incidental charges such as lifts, leads for materials, water for construction etc. unless otherwise mentioned in the item. The rates for excavation are inclusive of the edge of the excavation pit beyond foundation.

### **2. OUTLINE OF WORKS**

The work will be on the lines of plans/drawings attached to the tender documents. The plans/drawings are however, liable to change and strata as shown there is approximate.

The item of work and their approximate quantities are given in Schedule 'B' of the tender. The quantities are approximate and are liable to vary on plus or minus side.

### **3. UNITS**

The rates quoted for each item are for units mentioned in Schedule 'B' against each item.

### **4. SITE CONDITIONS**

- a. It shall be presumed that the Contractor has satisfied himself as to the nature of the works, general and local conditions, particularly on those bearings on transport handling, storage of materials, availability of labour, weather conditions and has estimated the cost and quoted his rates accordingly. The Engineer-in-charge /the ASCDCL will bear no responsibility for lack of such acquaintance with site conditions and consequences thereof.
- b. Set of tender documents and conditions (up to a maximum of two sets) at the discretion of the Engineer in charge /the ASCDCL will be supplied to the contractor after acceptance of tender.

### **5. LOCAL ROADS**

The information regarding existing public roads that are necessary to work and bring out materials shall be surveyed by the tenderer before submitting the tenders. In case, temporary road is required at the site to carry out the work, the contractor may construct and maintain the same as required at his own expenses.

### **6. CHANGE IN SITE CONDITIONS**

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No amount due to any claims shall be paid on account of reasonable change in site conditions, alignment or orientation of the proposed work, within the work site marked on plan/drawing attached to the tender as the circumstances may call for.

**7. STRATA**

Strata for excavation are shown approximate based on trial pits and the Contractor shall have no right to claim extra if there are variations in the strata. The contractor will also have no claim if extra excavation is required to be done due to boulders and the Contractor will have to make such extra excavation good by filling the same by C.C. of minimum M-10 grade.

**8. EXCAVATED MATERIALS**

All excavated stuff shall be the ASCDCL's property and shall be disposed off at lead and lift by the Contractor in a manner as directed by the Engineer in Charge. Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the rubble, stone metal, sand or other material which may be obtained from any excavation made for the purpose of the contract. All such materials shall be ASCDCL's property and shall be disposed of in the manner and at place as may be directed by the Engineer-in-charge. Contractor may with the permission of the Engineer- in-charge in writing and when directed by him, use any of the materials.

**9. DAMAGES TO UNDER/ABOVE GROUND UTILITY**

During the course of excavation and carrying out the work, utmost care of existing mains, electrical and telephone cables and government/private water connections/sewage connections shall be taken. Any damage to such services occurs during the course of execution, same shall be restored by the contractor at his cost. In case the repairs are done by the owner/ASCDCL, the cost of such repair will be recovered from the contractor.

**10. DAMAGE BY FLOODS OR ACCIDENT**

The Contractor shall take all precautions against damage by floods and from accidents. No compensation will be allowed to the contractor for his plant, material and work etc., lost or damaged by floods or from other causes. The Contractor shall be liable to make good any part of material which is in charge of the Contractor and which is lost or damaged by floods or from any other cause. If the work executed is damaged, trenches filled due to any reason, Contractor shall have to make it good at his cost only.

No claims for any desilting of trenches, foundation etc. filled due to floods, untimely rains, or any other reasons whatsoever shall be entertained and Contractor shall have to do this desilting operation together with dewatering operations entirely at his cost.

**11. LEADS AND LIFTS**



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Unless otherwise specifically mentioned in the tender item, the tendered rate for all items in tender shall cover all lifts and leads encountered for the executions of the work as directed.

**12. CROSS DRAINAGE WORKS**

Though the contractor is required to construct cross drainage works as per the drawings/design, he shall ensure that the drainage area does not get reduced and there is no water stagnation.

**13. SHUT DOWNS**

The works of cross connections to existing lines are to be arranged in such a way as no major shutdowns are required to be taken and work completed within minimum period of time, without interrupting the major water/sewer/electrical supply in the area.

**14. SUPPLY OF MATERIALS BY THE CONTRACTOR**

- 14.1.1** The contractor shall supply all the materials required for the work. These shall be conforming to relevant Specifications/IS codes & approved by the Engineer in Charge/ASCDCL.
- 14.1.2** Materials such as cement, TMT bars etc. shall be conforming to relevant IS codes. Testing charges for cement, steel shall be borne by the contractor.
- 14.1.3** In case of item of structural steel, and reinforcement, secured advance on signing of indenture as per Annexure 14, will be payable if requested by the contractor. The contractor shall not remove any material from the site without written approval of the Engineer in Charge.
- 14.1.4** The contractor shall provide, at the site of work, satisfactory storage for not less than one month's average consumption for works and shall keep the cement and steel in storage. The record of storage and utilization of cement and steel shall be maintained by the contractor in the order of its arrival at the stores and issue which would at any time show the dates of receipt and proposed utilization of cement and steel lying in the stock as per requirements of the Engineer in Charge/ASCDCL.
- 14.1.5** The stacking and storage of building materials at site shall be in such a manner as to prevent deterioration or inclusion of foreign material and to ensure the preservation of the quality, properties and fitness for 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 separation barricades and enclosure as directed shall be provided to separate materials brought by contractor and material issued by Govt. to contractor under Schedule - A. Same applies for the materials obtained from different source of supply.
- 14.1.6** The Engineer in Charge shall at all the times have access to the stores and sites, method of storage, records and securities provided by the contractor. The contractor shall comply with instruction that will be given by Engineer in charge, in this behalf.

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14.1.7 The contractor shall further at all times satisfy the Engineer in Charge/ the ASCDCL on demand any production of books, of submissions of returns in Proforma as directed, other proofs that the cement and steel are being used for the purpose.

**15. MATERIALS AND LABOURS:**

- 15.1.1 The Contractor shall make his own arrangements for obtaining materials required for the work. All the materials involved in the construction shall be of best quality and specifications and shall be got approved from the Engineer-in-charge before use. If necessary, materials shall be got tested from the Laboratory at his cost. Samples requiring approval shall be submitted by the Contractor to the Engineer-in-charge well ahead of their use so as to get the test report available before the use of each material. The samples shall be properly marked and got approved from the Engineer in Charge.
- 15.1.2 The Contractor shall provide all labour, skilled as well as unskilled, pegs, lime, strings, site- rails (wooden as well as Steel etc.) as and when required as per approved design and make available such other materials for surveying, lining out, setting out, checking of work, taking measurements, testing of structures, without any payment by the ASCDCL to him. He will also provide proper approach and access to all his works and stores without any extra cost over tendered rates for the items to be inspected.
- 15.1.3 Rates quoted include clearance of site from vegetation, weeds and rubbish/malba (prior to commencement of work and its closure) in all respects and hold good for work under all conditions of sites, moisture, weather etc.
- 15.1.4 Failure to comply with any of the above instructions will result in the ASCDCL's doing the needful at the risk and cost of the contractor. These conditions are for all items and as such no extra payment shall be made for observing these conditions.
- 15.1.5 The contractor shall make his own arrangements for quarrying of rubble, stone, murum, sand, lime, metal and removal of overburden etc., if any.
- 15.1.6 Unless a separate item is provided in Schedule 'B', dewatering of foundations in excavation and during the construction of foundation/Masonry if required shall be done by the Contractor without claiming extra cost.
- 15.1.7 Masonry shall be kept wet for at least 15 days and concrete work shall be kept wet for at least 21 days commencing from the date of its final laying in position. In case during execution curing is found inadequate, it will be carried out by ASCDCL and the cost thereof shall be recovered from the contractor. The contractor shall make his own arrangements for getting water at site at his own cost.

**16. EXTRAS, OMISSIONS AND DISCREPANCIES.**

In all the cases of the omissions, doubts or discrepancies in the dimension in the drawing and items of works, reference shall be made by the contractor or his engineer to the Engineer-in-Charge/the ASCDCL, whose elucidation and elaboration shall be considered final.

**17. PAYMENT AGAINST EXCESS QUANTITIES OF VARIOUS ITEMS**

Before making payment of excess quantities as per rules, the concerned Engineer-in-Charge / ASCDCL shall get himself satisfied regarding genuineness of the claim and exercise a compulsory check of minimum 10 % of measurements for a particular item.

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The Engineer in Charge after taking necessary approval of the Competent authority and also examining the correctness of claim, will allow deviations in the quantities and the contractor shall be authorized by the Engineer-in-Charge /the ASCDCL in writing.

The rates for the excess quantities beyond contract provisions shall be paid as per the agreement rates i.e. quoted rates by the contractor only.

**18. SUPPLY OF RATE-ANALYSIS IN CASE OF EXTRA ITEMS**

In case of the Extra Items, the Contractor shall supply Rates, based on Analysis of labour and material components in case he is called upon to do so.

**19. TOOLS AND PLANTS**

All tools, instruments and machinery and all other materials (not included in the Material Schedule 'A') shall be acquired by the Contractor. It is, however, open to the Engineer to lend or supply to the Contract implementation, machinery or other services not covered by the contract document which he may consider desirable and available with ASCDCL. For such tools, instruments, machinery and services provided, the Contractor will have to sign an agreement and pay Security Deposit and rental charges as may be fixed by the Engineer.

**20. TIME OF COMPLETION OF WORK**

If at any stage of work, it is found that the execution of work is not as per the programme given in the Bar/PERT Chart, suitable compensation shall be imposed on the contractor as mentioned in the conditions/clauses of contract.

**21. REVISION OF BAR CHART AND NETWORK DIAGRAMS**

Activity in Bar chart and network diagram (CPM / PERT) shall be modified regularly in case any activity could not be done in time due to some extraordinary reason. The modified Bar Chart/Network diagram should be submitted for approval of Engineer-in-Charge or competent authority of ASCDCL, who will give approval.

**22. SPECIAL CONDITIONS FOR GST:**

Rates for all type of materials are inclusive all taxes levied by Central Government, State Government or local bodies, except GST. Rates for supply of materials are inclusive of third party inspection charges, insurance, storage charges, overhead charges and transportation of materials up to site and stacking.

The offer to be quoted by contractor must be inclusive of all central/state and local bodies taxes as amended from time to time excluding "GST". No extra payment on this account will be made to contractor. GST shall be paid separately by ASCDCL on the bills raised by the Contractor.

**23. MEDICAL AND SANITARY ARRANGEMENT TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR**

- a. The contractor shall provide an adequate supply of potable and adequate water for the use of labourers on works and in camps.
- b. The contractor shall construct adequate trenches, semi-permanent latrines for the use of labourers, Separate latrines shall be provided for men and women.
- c. The contractor shall construct sufficient number of habitable huts on a suitable plot of land for use of the labourers according to the following specifications.
- d. The social distancing shall be kept while deciding for living and working space for workers during Covid 19 pandemic.
- e. There should be no overcrowding, floor space at the rate of 3 sqm. (30 sq. ft) per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
- f. The contractor must find his own land and if he wants Govt. land, he should apply for it. Rent/Assessment for it if demanded will be payable by contractor. However, the Department does not bind itself for making available the required land.
- g. The contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.
- h. The contractor shall make sufficient arrangement for drainage and sullage water as well as water from the bathing and washing places and shall dispose of this waste water in such a way as not to cause any nuisance.
- i. The contractor shall engage a medical officer for scanning and containment of disease including Coronavirus (Covid 19) at his cost. In case of emergency the contractor shall arrange at his cost-free transport for quick medical help to his sick workers.
- j. The contractor shall provide the necessary staff for erecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-In-Charge. At least one sweeper per 200 persons should be engaged.
- k. The Assistant Director of Public Health shall be consulted before opening a labour camp and his instructions on matters such as Water Supply, sanitary, convenience for the camp site accommodation and food supply be followed by the contractor, etc.
- l. The contractor shall make arrangement for all antimalarial measures to be provided for the labours employed on the work. The anti-measures shall be as directed by Assistant Director of public health.
- m. In addition to above all provisions of the relevant labour Act pertaining to basic amenities to be provided to the labourer shall be applicable which will be arranged by the contractor.

**24 HANDING OVER OF WORK**

All work and material before taken over by ASCDCL will be entire responsibility of the contractor for guarding, maintaining and making good, any damage of any magnitude. Interim payments made for such work will not alter this position. The handing over by the contractor and taking over by the CEO or his authorized agent will be always in writing, copies of which will go to the CEO, signed by authorized representative of ASCDCL and the contractor.

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Materials belonging to contractor if not removed from site of works after completion of the work within a period of 15 days shall be taken over by ASCDCL at contractor's risk and cost and then shall be auctioned at the contractor's risk and cost. The amount so recovered shall be credited to contractor's account after recovery of any dues or over payments etc. Materials remaining unsold or unserviceable as per discretion of the Engineer/ASCDCL shall be confiscated destroyed or disposed off without any compensation to the contractor, who shall be responsible for all legal disputes at his own cost and consequences without reference to the department.

**25 DURING DEFECT LIABILITY PERIOD**

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date. The defects liability period is 3 years.

1. Defect Liability shall mean the obligation of Contractor to undertake the following Works as per the specifications, to the satisfaction of Engineer- in-charge.

a. To complete any work which is outstanding in date stated in Taking Over Certificate within a stipulated time as directed by Engineer- in-charge and

b. To execute all work required to remedy defects or damage as may be as notified by Engineer- in-charge on or before the expiry date of the defects notified by the Engineer-incharge for the Works or sections as the case may be. If a defect appears or damage occurs the Contractor shall be notified accordingly by the Engineer- in-charge or his authorized representative on his behalf. The Contractor shall remedy the defects/damages notified to him within a time period as stipulated by Engineer- in-charge. If the Contractor fails to remedy/rectify the defects or damages by this notified date, it shall be executed at the risk and cost of Contractor.

2. The Contractor has to commence the remedying work as soon as possible and in any case not later than 3 days of its communication by the Engineer- in-charge and complete the same within 7 days maximum or in a time period as directed by Engineer- in-charge. In case the Contractor fails to start the remedying work within above specified period, the department will take necessary action to carry out such Works at the risk and cost of the Contractor and the amount so incurred will be recovered from the Contractor from any such amount payable to the Contractor by the Government or through the deposit available with the department and even as recovery of land revenues if necessary.

3 The agency will have to make all necessary arrangements for smooth flow of traffic till the time the remedying rectification work is completed or also this will be done by the department at the risk and cost of Contractor. The Contractor's liability of maintaining the road to the required specifications will commence right from the date of issue of notice to proceed with the work till the expiry of defect liability period. The extends to the untracked portion of work also.

**Visit of Contractor During Defect Liability Period**

Contractor shall carry out one inspection in every 3 months during the first year after completion of the work and carry minimum 2 inspections per year for the remaining 2 years of Defect Liability Period. However during rainy season the Contractor shall undertake such an inspection every month till the monsoon is over. The inspection shall be in the company of the representative of Engineer- in-charge. The defects noticed during the inspections shall be recorded and signed by the Contractor and representative

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of Engineer- in-charge. The Contractor shall rectify the defects if any, within 7 days or such period as may be notified by the Engineer- in-charge.

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**Form – B.1**  
**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF**  
**CONTRACTORS**

1. The Schedule of Rates applicable are State Schedule of Rates 2019-20, Public Works Department, Government of Maharashtra for civil items and Current Schedule of Rates, PWD, GoM 2018-19 for electrical items
2. All work shall be measured net by standard measurement and according to the rules and customs/specifications of the Maharashtra PWD. The Engineer's decision as to what is the custom in use will be final.
3. Unless otherwise specifically mentioned in tender items, the net dimensions of RCC or CC members actually cast are only admissible for payment under RCC or Plain CC items. If the dimensions in the drawings are less than the actual, the same (as per drawings) shall be measured for the payment. No increase in dimensions due to plastering or finishing shall be admissible for payment under RCC or plain CC items.
4. The tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contractor Labour Regulation and Abolition Act. 1973 before starting work, failing with acceptance of the tender will be liable for withdrawal and Earnest money (Bid security) / Security Deposit shall be forfeited.
  - i. As per clause 6 of B-1 form, extension of time limit will be governed. If contractor fails to apply for extension of time limit as per clause 6 to keep the tender alive, ASCDCL will grant the extension considering the progress of work and in the light of clause 2. All T and P machinery shall be provided by the contractor. Non availability of the same shall not be an excuse for application for extension of time.
5. Price Variation Clause is not applicable to tender.
6. For providing electric wiring or water lines etc. recesses/conduits shall be provided if necessary, through walls, slabs, beams, etc. and later-on refilled it without any extra cost until and unless payable in the item as per Schedule B.
7. The electrical works shall be carried out by licensed electrician/workman only as per existing laws. In case, the contractor does not possess valid electrical license required to carry out electrical works, he shall associate electrical contractor possessing valid electrical license by entering into the collaboration agreement as per Annexure 12.
8. It is presumed that the contractor has gone carefully through the Standard Specifications (Vol I and II 1981 edition) and the Schedule of Rates, and studies of site condition 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.
9. 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. code, if any of the item of this contract do not fill in reference quoted above the decision and specification as directed by the Engineer-In-Charge shall be final.
10. Other unforeseen items to be executed in course of work shall have to be done by the contractor as per specifications, in P.W.D. Hand book volume I and II (Latest Edition), I.S. code of practice and as per standard specifications book of latest edition in precedence.

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11. Extra charge of claims in respect of extra work shall not be allowed unless the work to which they relate are in the spirit and meaning of the specifications or unless such works are ordered in writing by the Engineer-in-charge and claimed for in the specified manner before the work is taken in hand.
12. All the materials used in the work shall be of best quality and the material rejected shall be removed from the site by the contractor within 36 hours in the presence of the Engineer in charge at his (Contractor's) own cost.
13. The contractor shall make his own arrangement for receiving all materials, tools, machinery etc. required for the work. No extra charges for the carriage of any material or water shall be allowed.
14. The rates for all items are inclusive of all materials and transportation charges such as carting, lifting etc. No extra payment for any lead and lifts shall be paid for any item.
15. It is mandatory on the part of contractor to carry out all the required tests of various construction materials for the works as mentioned in Schedule B of the tender. If the contractor fails to submit required test results of the various construction materials, he shall be liable to deposit the amount at penal rate of five times of the amount of particular test which he has not carried out. In case, the contractor fails to deposit the said amount or to carry out the required test(s) within ten days as asked by the Engineer in Charge, the said tests will be carried out by the Department and total expenditure incurred on the testing charges plus five times amount of testing charges shall be recovered from the contractor's bill. The decision of Engineer in Charge shall be final and binding and cannot be challenged by the contractor by way of Appeal, Arbitration or in the Court of Law.
16. All material such as sand, aggregates, cement, steel, bricks, water etc. required of construction as per the requirements and directions of the Engineer in Charge shall be got tested from Regional Testing Laboratory/Govt. Polytechnic/Government Engineering college or at any laboratory approved by Engineer-in-Charge. Then it shall be allowed to be used. The cost of all the testing charges shall be borne and paid by the contractor. In case of legal disputes for materials not approved and brought and stored at site without permission of the Engineer/ASCDCL, the contractor shall be responsible for all legal disputes at his own cost and consequences without reference to the department.
17. The entire responsibility of the testing of materials shall rest with the contractor. The cost of all the testing charges shall be borne and paid by the contractor.
18. Potable water of good quality for labour, construction, washing and such other purposes shall be provided by the contractor without any claim for extra cost.
19. The final bill and deposits shall not be paid unless the site is cleared off all rubbish materials and contractor's stores etc from the site of the work.
20. The contractor shall have to pay the royalties and municipal taxes, if chargeable. The same shall not be refunded.
21. The contractor shall be responsible for obtaining permission from Government local bodies, private party for storing, stacking of materials required for execution of work.
22. Necessary sign board, danger flags, red lamps shall be provided by the contractor to avoid accidents. Necessary guarding shall also have to be provided.
23. All necessary arrangements of safety shall be made by the contractor at his own cost.
24. No electric power supply and water shall be provided by the ASCDCL during construction and testing of various structures/services. The contractor shall have to make his own arrangement for the same at his cost.



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25. The works under this contract shall not be sublet without written permission of the Engineer-in-Charge.
26. The tender Rates are inclusive of all taxes except GST. There shall be no corrections or overwriting and if any that shall be dully initialled by Contractor himself.  
Note: The Commercial Offer (Financial bid) must be filled online using individual's digital certificate. (An online form will be provided for this during online bid preparation stage).
27. **Tender Percentage for Royalty and Testing charges:-** The percentage rate figure (Above or Below percent) accepted by the Bidder in the Form of Bid shall **not be applicable** on the items of Royalty, Consultancy and Testing charges work included in Schedule "BoQ".

I / We hereby, tender for the execution for Aurangabad Smart City Development Corporation Limited (herein before and herein after referred to as ASCDCL) for the work specified in the underwritten memorandum within the time specified in such memorandum at-\_\_\_\_\_ in figures (\_\_\_\_\_) in words percent below/above the estimated rates entered in schedule 'B' memorandum showing items of work to be carried out and in accordance with all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule hereof and in clause 12 of the annexed conditions of the contract and agree that what materials for the work are provided by ASCDCL such materials are at the rates to be paid for them shall be as provided in schedule "A" hereto.

## TECHNICAL SPECIFICATIONS

### 1. General:

- 1.1 Without forgoing the requirements of the conditions of Tender and the Conditions of Contract the works in general shall conform to the “Specifications-91-92-96” published by CPWD, New Delhi and the “Specifications for works” stated in. this tender. In case items not covered by the general specifications referred above, reference shall be made to the appropriate I.S. Code. If there is any difference in the particular specifications of individual item of work and the description of item as given in the Schedule of quantity, the latter shall prevail. In case of any work for which there is no specification in I.S. specifications or in the specifications forming part of tender documents or in case there is any variation, such work shall, be carried out in all respects in accordance with the instructions to be issued by the Architects. The term Engineer-in-charge appearing in the specifications shall mean the Arch, or his authorized representative as the context may. Remand consistent with the conditions and other stipulations of this contract. The term Department shall mean the Employer. Any reference to ISI shall also mean reference to its successor Bureau of Indian Standards. All corrections to “Specifications-91-92-96” or latest revisions of I.S. shall be deemed to apply to this contract.
- 1.2 Materials bearing ISI certification mark shall be given highest preference for use in the works.
- 1.3 Where the Contractor is required to do, perform, execute (etc.) any work or service or the like, it shall be deemed to be at his own cost. Absence of terms providing, Supplying, installing, fixing, etc. shall not even remotely entitle the Contractor to any additional payment there for
- 1.4. The rates accepted in the Schedule of Quantities apply to all floors, heights, depths, leads, lifts, spans, sizes, shapes, locations, etc. unless a distinction has been included in the very Schedule.
- 1.5. The Specifications and the Schedules may have been divided into various sub-heads for convenience only. This does not limit applicability of one to the other nor does it absolve the Contractor of his responsibility to complete any trade/item of work as reasonably inferred from one or more of such sub-heads.
- 1.6. The Schedule of Quantities is not necessarily based on “Schedule of Rates 2019 or any of its later/earlier versions. Hence the Schedule of

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Quantities shall be read and construed according to explanations given herein and intentions gathered there from. A mere parallel drawn from the said Schedule of Rates shall therefore not form a basis for a variation and, or additional payment.

- 1.7. All work under this contract is deemed to be performed above subs oil water level. However, removal of water collected from rains and the like shall be treated as part of contractual risk/obligation.
- 1.8. Screws, bolts, nuts, washers, hold fasts, lugs, anchors, clamps, plugs, suspenders, brackets, straps and fasteners of the like are deemed to be included in the rates of various items unless the Schedule of Quantities expressed a different intention.
- 1.9. Resetting any displacements, making good holes/chases and such other incidental jobs are included in rates of respective items for which these are required.
2. Lime Works: Scope: This specification lays down requirements for the physical and chemical properties, and supply and storage of the different classes of lime.

**Terminology:**

- Fat Lime : the lime, which has high calcium oxide content and is dependant for setting and hardening solely on the absorption of carbon dioxide from the atmosphere.
- Hydraulic Lime : lime containing small quantities of silica and alumina and/or iron oxide which are in chemical combination with some of the calcium oxide content, giving a putty or mortar which has the property of setting and hardening when in contact with water.
- Semi hydraulic lime : it is define by having less than 12% day which will make a set under water after about 20 days, it is usually an off-white colour, and makes a fatty (fairly sticky) mix which is easy to use.
- Lump Lime : Quicklime as it comes from kilns.

**Classification:**

Building limes shall be classified as below: -

Class A -Eminently hydraulic limes used for structural purposes.

Class B -Semi-hydraulic limes used for mortar for masonry work and plaster excluding finishing layers.

Class C -Fat limes used mainly for finishing coat in plastering, white washing and with suitable admixture,

such as surkhi or any other pozzolanic material to produce artificial hydraulic mortar.

Physical And Chemical Requirements:

Physical requirements: -The physical requirements of building lime are as given in Table I.

TABLE I. : Physical Requirements of Building Limes.

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**Materials to be use:**

1. CEMENT : The cement used shall be ordinary Portland cement or Pozzolana Portland cement or Rapid Hardening Portland cement shall be used only when authorized by the Architect. It should conform to IS 269-1958. The cement shall be stored in suitable weather-tight building to keep it away from dampness or in sealed bins to the satisfaction of the Architect. Any cement, which has become caked or lumped or otherwise adversely affected shall at once be removed from the site. During the progress of the work the theoretical quantity of cement to be used on the work shall be calculated on the basis of P.W.D/C.P.W.D. data, over the theoretical quantity so calculated shall be allowed a variation up to 2% minus / Plus. If the variation is more than 2% the quantity used less shall be to the credit of Employer at prevailing market rate per bag.
2. LIME: Lime shall be Hydraulic Lime properly burnt and from approved source preferably Katni white lime. It shall be slaked on site, fresh sweet water being used for the purpose. This shall be free from un-burnt, canker, ashes of other impurities. Lime mortar should be added with natural additives as mentioned in BOQ. Lime leaving a residue over the percent by weight on testing with Hydrochloric Acid shall be rejected.
3. SAND Sand shall be clean, sharp course and gritty and from approved sources of fine sand and course sand. It shall be well graded, and shall be free from salt, loam dust or other impurities. It shall be washed with fresh water on site if so directed by the architect.
4. STONE : The color of stone shall match with that of original stones. Stone shall be of type specified, it shall be hard sound, free from decay and weathering. It shall be obtained from approved query. Stone retrieved from damaged wall of building can be used if not damaged. Stone with round surface shall not be used. It shall be roughly chiseled, uniformly dressed and fairly equal in size. Size and style of ashler masonry shall be approved from the Architects Before execution all the motifs style of monuments, corner stones, moldings, cornices, etc. shall be remade to its original condition. The stitching shall be in line level, plump uniformity of joints
5. BRICK : Classification of bricks are according to its average compressive strength ( kg / square cm.). The brick work shall be classified according to the class designation of bricks used. The thickness of joints shall not exceed 1cm for brick work with bricks of any class designation. The bricks shall be hard or machine moulded. They shall be free from cracks and flaws and nodules of free lime. In general bricks of 9cm height shall be moulded with a frog of 10cm in length, 4cm in width, 1 to 2 cm in depth on one of its flats sides. The average water absorption of common burnt clay brick shall not be more than 20% by weight. Brick Tiles where modular tiles are not freely available in the market, the tile brick

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of F.P.S. thickness 4.4 cm shall be used unless otherwise specified .Brick bats shall be obtained from well burnt bricks.

6. COURSE AGGREGATE : The course aggregates used shall be clear, hard washed and screened gravel of crushed stone having a specific gravity of not less than 2.56 and shall be free from dust, fine materials, clay of loam and soft or elongated particles. The course aggregate used shall conform of the IS: 369 for grading, strength and other properties. Where required by the Architect, the course aggregates shall be subjected to the following tests in, accordance with the procedure specified in IS: 383.
7. FINE AGGREGATE: The fine aggregates used shall consist of natural sand or stone screenings, free from vegetable matter or any other impurities. The fine aggregates used shall confirm of IS: 383 for grading, strength and all other impurities. Where required by the Architect, the fine aggregated shall be subjected to the following tests in accordance with the procedures specified in IS: 383.
8. TIMBER : Timber is to be of the best of its kind, properly seasoned, of mature growth, free from worm holes, saps, wraps, cracks and other defects. In general wood means best available wood of India such as for Teak wood to be used or the kind of wood al ready used in the historical building. All woodwork shall be planned neatly and truly finished to the exact dimensions. All joints shall be neat and strong truly and accurately fitted and glued before being fitted together.
9. RE-USE OF MATERIAL : As this is a specialized work of restoration the work will also entail reuse of “historic material were ever possible. After removal or demolishing or areas all serviceable material needs to be staked safely and all non serviceable material may be disposed, only after the approval of the consultant. Contractor will make efforts in preserving the authenticity of the building. Material taken out of the building will be first checked for their possibility of reuse after proper treatment & repairs. The decision of the consultant in this regard will be final. When dismantling stone masonry, pre-cast or wooden / steel members previous to re building, it may be necessary to mark or number the old items so that it could be replaced to its original position more readily. In doing this care should be taken not to incise the number or to apply to the exposed side of the member, any oil paint or other pigment or stains which will be difficult to remove from the surface. The number should be made on the face by chalk and photograph them before dismantling. After dismantling the members could be numbered on the back with a durable medium

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Sr. No.	Characteristics	Class A		Class B		Class C		Method of test. Refer to
		Hydrated Lime	Quick Lime	Hydrated Lime	Quick Lime	Hydrated Lime	Quick Lime	
(i)	Calcium and magnesium oxides, percent, Min (on ignited basis)	60	70	70	85	85		IS : 6932 (PART 1) 1973*
(ii)	Magnesium oxides, percent (on ignited basis) Max	6	6	6	6	6		IS : 6932, (Part 1) 1973*
(iii)	Silica, alumina and ferric oxide, percent Min (on ignited basis)	20	10	10	--	--		IS : 6932 (Part 1) 1973*
(iv)	Insoluble residue in dilute acid and alkali, percent, Max (on ignited basis)	15	10	10	2	2		IS : 6932 (Part 5) 1973*
(v)	Carbon dioxide, max (on oven dry basis)	5	5	5	5	5		IS : 6932 (Part 2) 1973*
(vi)	Free moisture content, percent Max	2	--	2	--	2		IS : 151411959*
(vii)	Available lime as CaO, percent Min (dry basis)	--	--	--	75	75		IS : 151411959*

\* Method of tests for building limes : Part 1 Determination of insoluble residue, loss on ignition, insoluble matter, silicon dioxide, ferric and aluminium oxide, calcium oxide and magnesium oxide.

@ Method of tests for building limes : Part 2 Determination of carbon dioxide content.

# Method of sampling and test for quick lime and hydrated lime.

Supply And Storage :

Class A Lime shall be supplied as hydrated lime only.

Class B and Class C Lime shall be supplied both as quick lime and hydrated lime.

Hydrated lime : or bag lime, a non-hydraulic lime available is produced by slaking with a precise amount of water, which is driven off during the reaction, resulting in dry powder.

The material shall be supplied at the site and stacked as given below in a store or any other place to be dry and under cover well protected from rain.

Quick lime deteriorates quickly as it attracts moisture and carbon dioxide from atmosphere as such should be run to putty as quickly as possible. For storing it should be piled up and covered with a blanket of lime dust to exclude moist air.

When hydrated lime is to be stored for a long time it should be filled in bags and kept in a dry place.

Lime Mortar :

Scope : This specification covers materials, proportions, preparation and storage of lime mortars.

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Sr. No.	Characteristics	Class A		Class B		Class C		Method of test. Refer to
		Hydrated Lime	Quick Lime	Hydrated Lime	Quick Lime	Hydrated Lime	Quick Lime	
	Fineness							IS : 6932 (PART 4) -1973 *
(i)	a) Residue on 2.36 mm IS Sieve percent, Max	Nil	--	Nil	--	Nil	--	
	b) Residue on 300 micron IS sieve, percent, Max	5	--	5	--	Nil	--	
	c) Residue on 212 micron IS Sieve, percent, Max	--	--	--	--	10	--	
	Residue on slaking :							IS : 6932 (Part 3) - 1973 **
(ii)	a) Residue on 850 micron IS Sieve, percent, Max	--	10	--	5	--	--	
	b) Residue on 300 micron IS Sieve, percent Max.	--	--	--	5	--	--	
(iii)	Compressive strength, Min, N/mm <sup>2</sup>							IS : 6932 (Part 7) - 1973#
	a) at 14 days	1.75	1.25	1.25	--	--	--	
	b) at 28 days	2.8	1.75	1.75	--	--	--	
(iv)	Transverse strength, at 28 days Min, N/mm <sup>2</sup>	1.0	0.7	0.7	--	--	--	IS : 6932 (Part 4) - 1973#
(v)	Workability bumps, Max	--	--	--	12	10	--	IS : 6932 (Part 8) - 1973>
(vi)	Volume yield ml/g, Min	--	--	--	1.7	--	--	IS : 6932 (Part 6) - 1973%
(vii)	Soundless, Le Chatlier expansion, mm Max	5	--	5	--	--	--	IS : 6932 (Part 9) - 1973***
(viii)	Popping and pitting	Free from pop and pit	--	Free From Pop and pit	--	--	--	IS : 6932 (Part 10) - 1973%%
<p>* Method of tests for building limes : Part 4 Determination of fitness of hydrated lime.  ** Method of tests for building limes : Part 3 Determination of residue of slaking of lime.  @ Method of tests for building limes : Part 11 Determination of setting time of hydrated lime.  # Method of tests for building limes : Part 7 Determination of compressive and transverse strengths.  &gt; Method of tests for building limes : Part 8 Determination of workability.  % Method of tests for building limes : Part 6 Determination of volume yield of quick lime.  *** Method of tests for building limes : Part 9 Determination of soundness.  %% Method of tests for building limes : Part 10 popping and pitting of hydrated lime.</p>								

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**Materials:**

Lime: -Lime A, B and C class shall be used in the preparation of mortar and shall conform to lime

specification and relevant IS codes.

Aggregates: —Any of the following or their mixture in the given proportion shall be used.

Sand: -It shall conform to the standard specifications prescribed by the Public Works Department.

Water: -For all mortars water used shall be free from mud, clay, acidic, basic or organic impurities and shall be drinkable.

**Proportions:**

Different types of ratio shall be used for works as per different trades in which the quantity of lime is based on standard lime.

The volume of lime for purpose of the table in lime specifications shall be on dry hydrated lime basis. Where

Quick lime is used the ratio shall be worked out accordingly, so as to provide the necessary quantity of dry

hydrated lime.

**Preparation Of Mortar:**

Slaking of lime: - Quick Lime shall be properly slaked as per specifications and then used. The hydrated lime can be used as such for making mortar or may be run into putty and then used for making mortar (In contrast to Quick lime.)

**Tank Slaking:**

Two or preferably three tanks lined with stone or brick large enough to permit, stirring and hoeing shall be prepared (generally tanks suitable for 5 quintals or 10 quintals of quick lime are used in practice). One of these shall be at the higher level and about 0.5 m deep and the remaining about 0.7 to 0.8 m, deep at lower level such that the contents of higher tank shall flow into the lower tanks by gravity.

The upper tank shall be filled to half its depth with water. Quick lime shall be gradually added till it fills the entire bottom to about half the depth of water. (Never add water to lime). While quick lime is being added it shall be constantly stirred and hoed so as to break up the lumps. No part of the lime shall be allowed to expose above water level. As the lime slakes with evolution of heat temperature begins to rise and more lime or water may be added till the required temperature is reached and that temperature should be maintained by the addition of more lime or water till all the lime apparently has slaked, the stirring and hoeing shall be



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continued during the above process and for some period even after the slaking is apparently over.

**Maturing:**

After the lime has cooled it shall be transferred to the lower tank allowing it to flow through I.S. sieve size

1.18mm, more water shall be added if required and it shall be left undisturbed as under Class B lime for minimum of 12 hours and be used in seven (7) days. The putty shall be allowed to mature but not allowed to dry out till it is used.

**Making Putty from hydrated Lime:**

The putty shall be obtained by adding hydrated lime to water in a tank and stirring to the consistency of cream and allowing to stand as under:

Class A lime = Not more than 12 hours.

Class B lime = Minimum for 2 days.

Class C lime = Minimum for 2 days for mortar used for finishing coat of plaster and minimum of 16 hours for mortar used for other purposes.

The putty shall be allowed to mature but not allowed to dry out till it is used.

**Making of coarse stuff:**

Manual mixing: - After the lime has matured as specified above, more water shall be added and the putty stirred, till milk of lime is obtained. The fine aggregate shall be added with a whirling motion of hand so that the aggregate falls evenly in the tank. The milk of lime shall be stirred and hoed continuously till the required quantity of fine aggregate is added.

Mortar mill (Gharat) Mixing: - Quick lime shall not be used directly while dry hydrated lime can be used directly for making mortar. Putty or dry hydrated lime and fine aggregates in required proportions shall be put along with water in the Gharat spreading uniformly all along its circumference and ground till a mortar of uniform colour and desired consistency is obtained. As grinding is done the mixture shall be continuously raked and turned over and over specially from corners and sides. Mortar shall be ground not less 180 revolutions or for % hours minimum, considering a Gharat to have 15 rpm.

Mortar for final coat of plaster: - It shall be ground for a second time after an interval of 2 days for class C limes.

**Storage Of Mortar:**

Lime mortars prepared from Class A and Class B limes shall be used up as soon as possible after mixing but not later than 12 hours for Class A limes from the time of first grinding and 2 days for Class B limes from the time of making Putty or first grinding as the case may be.

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Mortars from class C limes can be used for periods longer than 3 days after the making of mortar provided they are protected from drying out.

**Rejection Of Mortar:**

Dried out lime will not be used under any circumstances.

Mortar not found in accordance with the Specifications above and unsuitable according to field and laboratory tests of lime mortar shall be rejected. The Contractor at his own cost shall remove rejected mortar from the site of work within 24 hours.

**Execution of mortar work:**

As lime mortar takes longer to set than cement mortar, time must be allowed for building work to progress at the appropriate pace for the material. Joints should not be over thick, or the mix too wet, or the weight of the stones will squeeze the mortar out. Also thick joints are visually too dominant. Wall tops should be carefully covered at the end of the days work, with damp sacking and polythene, both to protect the wall from weather and to ensure that the mortar dries out as slowly as possible.

**The contractor shall abide to the certain principles while carrying out this said work, which are as follows:**

1. Since, no investigative analysis has been done at the time of preparation of tender items, the architect in charge will do all kinds tests as necessary before carrying out work at site. The contractor must provide workers to assist in testing. In some cases, specifications related to some items of work or the items may be subjected to minor change as per site condition.
2. Prior to execution of work, the contractor must get a good team of workers and craftsperson, particularly for items like stone and lime work. The craftsperson must be approved by the architect in charge.
3. Before execution of certain items, as desired by the architect, the contractor must prepare sample of the item and get approved by the architect in charge.
4. The new construction shall cause no or minimum damage to the existing fabric and original masonry.
5. The quality of workmanship and the materials used shall closely match that of the original structure - like for like repairs.
6. The contractor shall not differ to the specifications provided by the conservation architect such as for the use of lime etc.

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7. Before execution of the work, the contractor shall make arrangements to adequately provide props and support the original structure so as to avoid any kind of accident such as falling of loose masonry etc on the labourers.
8. During the execution, the contractor shall be made responsible for any kind of theft or damage of the decorative building elements from the site.
9. The contractor must keep record of day to day work and intimate to the architect without fail.

#### 1.1 EXCAVATION IN SOFT AND HARD STRATA

##### 1.1.1 GENERAL

The specifications contained in the standard specification volume II and published by Public Works and Housing Department, Govt. of Maharashtra, shall apply. In addition to above following specification shall apply. In case of any discrepancy between the two the below given specifications shall govern.

##### 1.1.2 SITE CLEARANCE

The area to be excavated shall be cleared off. All weeds, bushes and rubbish and other objectionable materials removed shall be disposed off as directed by the Engineer-in-Charge. The cost of such clearing shall be deemed to have been included in the rates accepted for different items under excavation.

##### 1.1.3 DEWATERING

No distinction shall be made as to whether the materials being excavated is dry, moist or wet. The item also includes bailing out of water by manually or pumps to keep the trenches reasonable dry for all further works.

The rate of the items requiring dewatering viz. excluding foundation concrete RCC or masonry shall be deemed to be inclusive of provision of dewatering and no separate claim shall be entertained. In any case no extra shall be paid for dewatering. The specifications hereunder shall cover diversion of streams, providing coffer dams, bunds, etc. as necessary for carrying out work and bailing out and pumping work as per requirement of work.

The foundation trenches shall kept dry by resort to pumping alone or pumping in combination with diversion, channels, cofferdams, bunds, diversion weirs, drainage channels, or other method suitable for the local conditions at the choice of the contractor. The responsibility of adequacy of dewatering arrangements and quality and safety of work rests solely with the contractor.

Though the method to be adopted is the choice of the contractor, the scheduled programme shall have to be strictly adhered to.

The contractor shall plan, construct and maintain necessary diversion and protective works, so as to keep the work safe at all stages. The coffer dams where required shall be carried out to required depths and heights and safety designed and constructed with suitable dimensions and protections and shall be made enough water tight for facility

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of construction inside it. The coffer dam shall leave sufficient clearance for construction and inspection facility and permit installation of pumping machinery as required. The item includes the entire dewatering operation from start of work till its completion in all respect.

1.1.4 SHORING AND STRUTTING

The item includes all shoring and strutting that may be required. On no account the width of trenches more than those mentioned in the drawings shall be measured. If excavation width more than the specified is required for the purpose of easier working, due to loose material or any other reasons, the same shall be at the Contractors cost.

1.1.5 LIGHTING, BARRICADING AND GUARDING

The items of excavation are including necessary lighting at night at suitable intervals, and barricading the same so as to avoid the accident. Guards/Chowkidars shall be employed at place wherever required. The arrangements shall be maintained till completion of work and at the cost of the Contractor.

1.1.6 ALIGNMENT AND LEVELS

Before the trenches excavation is commenced, sight rails shall be erected at every 30 meters and at all points of change of direction, gradient and at ends. The excavation work shall be preceded by a detailed survey along the alignment of the main to obtain ground levels at every 30 meters or less distance. Temporary bench mark shall be constructed at every 150 meters distance along the alignment and shall be maintained till the completion of work. All labour and materials required for the survey work of fixing bench mark etc. shall be provided by the Contractor at his own cost. For any mistakes in survey the Contractor is fully responsible. He should not construct the boundary wall, unless the alignment is thoroughly checked by the Engineer-in-Charge or his authorized representative who is empowered to sign the work order/site order book in token of checking the exact grade and level of the trenches excavation.

Excavation at random places shall not be measured. Any non-technical practices during the excavation of the contracted work shall be viewed very seriously by the ASCDCL and a note to that effect shall be recorded against the Contractor in his name.

1.1.7 CLASSIFICATION OF SOIL

The exact classification of the soil strata met with during the excavation shall be done by the representative of Engineer-in-Charge and accordingly measurement shall be recorded under different items of excavation. In case of any dispute regarding classification of soil classification, the decision of Engineer-in-Charge shall be final and binding. Excavation in hard rock shall be done by chiselling, wedging or line drilling by mechanical means or as per directions of Engineer in Charge. The excavation refers to excavation generally for foundation, wet or dry, in hard rock by chiselling, wedging or line drilling. In case, hard rock is available, footing shall be placed after levelling with plum concrete subject to the condition that minimum 50 cms foundation depth is available.

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The contractor shall submit details of the tests carried out in prescribed proforma (Annexure - 14) along with each running bill.

**Annexure - 14: Proforma for the mandatory tests to be attached with the running bills**

Sl no.	Item	Quantities as per the agreement	Frequency as per contract	No. of tests required	Upto date quantity	No. of tests required	No. of tests actually done	Remarks
1	2	3	4	5	6	7	8	9

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CONDITIONS OF CONTRACT

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

*Security  
Deposit*

Clause 1 : The person / person whose tender may be accepted (hereinafter called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) shall (A) within ten days (which may be extended by the CEO concerned up to 15 days if the CEO 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 ASCDCL at the time of making any payment to him for work done under the contract to deduct such sum as will amount to 5% of all moneys so payable; such deductions to be held by ASCDCL 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 is less than 5% of the tendered cost, it shall be lawful for ASCDCL at the time of making any payment to the contractor for work done under the contract to make-up the full amount of five (5) 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 by the contractor to ASCDCL 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 ASCDCL 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.

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. The security deposit shall be

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withheld until two (2) months after the expiry of the Defect Liability Period. Remaining 10% will be Security Deposit 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 ASCDCL shall be adjusted towards the excess cost incurred by the ASCDCL on rectification work.

*Compensation for Delay* 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 CEO (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 uncommenced 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.

¼ of the work in ¼ of the time.

½ of the work in ½ of the time. ¾ of the work in ¾ of the time.

Full work in 8 (Eight) months including monsoon

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.

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 CEO (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. CEO should be the final authority in this respect.

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*Action when  
whole of  
security  
deposit is  
forfeited*

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 ASCDCL shall have power to adopt any of the following courses, as he may deem best suited to the interest of the ASCDCL 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 ASCDCL.

a) 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.

b) 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 done shall be final and conclusive against the Contractor.

c) 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 / CEO shall have certified in writing the performance of such work and the amount payable to him in respect thereof



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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 Action when whole of security deposit is forfeited 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 ASCDCL 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 ASCDCL 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 ASCDCL 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 contract or under 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.

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

Clause 4: If the progress of the any particular portion of the work is unsatisfactory, the ASCDCL 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 when the progress of any particular portion of the work is unsatisfactory.

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

Clause 5 : In any case in which any of the powers conferred upon ASCDCL 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 ASCDCL 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

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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 ASCDCL whose certificate thereof shall be final.

In the alternative the ASCDCL may after giving notice in writing Contractor liable to pay compensation if action not taken under clause 3 and 4 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 ASCDCL 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 ASCDCL 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.

*Extension of  
Time*

Clause 6 : If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the ASCDCL 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 ASCDCL or in the opinion of CEO, 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 ASCDCL in this matter shall be final.

*Final  
Certificate*

Clause 7 : On the completion of the work the contractor shall be furnished with a certificate by the ASCDCL (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 equipment's 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

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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 he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding tools and plants equipment's or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

*Payment on intermediate certificate to be regarded as advance*

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 unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude determine or 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 in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

*Payment at reduced rates on account of items of work not accepted as completed, to be at the*

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

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*discretion of the Engineer-in-charge* 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.

Payment at reduced rates on account of items of work not accepted as completed, to be at the discretion of the Engineer-in-charge.

*Bills to be submitted monthly* 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.

*Bills to be on printed form* Clause 11: The contractor shall submit all bills on the printed forms to be had on 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.

*Stores supplied by ASCDCL* Clause 12 : If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the ASCDCL 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,

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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 ASCDCL 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 ASCDCL, 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’

*Storage of controlled material*

Clause 12 (A): All stores of materials such as cement, steel etc. supplied to the contractor by ASCDCL 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 ASCDCL or his agent at all the times.

*Works to be executed in accordance with specifications drawings*

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

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*Alteration in specifications & designs not to invalidate*

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 (As adopted by ASCDCL) 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 ASCDCL 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 ASCDCL 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 CEO will be final. Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall

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be within the scope of such designs, drawings and specifications appended to the tender.

*Extension of time in consequences additions or alterations*

The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

*No claim to any payment or compensation for alteration in or restriction of Work except specified in this clause*

Clause 15:

i. If at any time after the execution of the contract documents the engineer shall for any reason whatsoever (other than default on the of the contractor for which the ASCDCL 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.

ii. 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

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in any manner prejudice the right of the Contractor to any further compensation under the remaining provisions of this clause.

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.

iv. In the event of any total stoppage of work on notice from the Engineer under sub-clause in that behalf.

a) Withdrawal by the Contractor from the contractual obligation to complete the remaining un-executed work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.

b) 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/- , it shall be open to the Contractor within 90 days from the service of-

i) the notice of stoppage of worker

ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of worker iii) 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 ASCDCL 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 ASCDCL 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



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in the accepted tender and are of quality and specifications approved by the Engineer.

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

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

i) Difficulties relating to the supply of railway wagons.

ii) Force majeure.

iii) Act of God.

iv) Act of enemies of the State or any other reasonable cause beyond the control of The ASCDCL.

In the case of such delay in the supply of materials, ASCDCL shall grant such extension of time for the completion of the works as shall appear to the ASCDCL to be reasonable in accordance with the circumstances of the case. The decision of the ASCDCL as to the extension of time shall be accepted as final by the Contractor.

*Time limit for unforeseen claims*

Clause 16: Under no circumstances whatsoever shall the Contractor be entitled to any compensation from ASCDCL on any account unless the Contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the case of such claim

occurring.

*Action and compensation payable in case of bad work*

Clause 17 : If at any time before the security deposit or any part of 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

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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 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 at the reduced rates as he may fix therefore.

*Work to be  
open to  
inspection and  
Contractor or  
responsible  
agent to be  
present*

Clause 18: All work under or in course of execution or executed in pursuance of the contract shall at all times be open to 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.

*Notice to be  
given before  
work is  
covered up*

Clause 19 : The Contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions 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

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be made for such work or for the materials with which the same was executed.

*Contractor  
liable for  
damage done  
and for  
imperfections*

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 ASCDCL, 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 ASCDCL. 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 ASCDCL may get the same. Executed and carried out departmentally or by any other agency at the risk, on account and at the cost of the Contractor. The Contractor shall forthwith on demand pay to the ASCDCL the amount of such costs, charges and expenses sustained or incurred by the ASCDCL of which the certification of the ASCDCL 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 ASCDCL, the same may be recovered from the Contractor as arrears of land revenue. The ASCDCL, shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the ASCDCL 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 ASCDCL. 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.

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*Contractor to supply plant, ladders, scaffoldings, etc. And is liable for damages arising from non-provisions of lights, fencing, etc.*

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 ASCDCL 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.

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.

*Liability of Contractors for any damage done in or outside the work area*

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.

- 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 ii) as far as possible by competent workers possessing adequate experience in this kind of work.

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- 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.
- f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
- g) Scaffolds shall be periodically inspected by a competent person.
- h) Before allowing a scaffold to be used by his workmen the Contractor shall whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.
- i) Working platform, gangway, stairways shall; i) be so constructed that no part thereof can sag unduly or unequally, ii) be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and iii) Be kept free from any unnecessary obstruction.
- j) In the case of working platform, gangways, working places and stairways at a height exceeding 2 meters.
- k) every working platform, gangways shall be closely boarded unless other adequate measures are taken to ensure safety,
- l) every working platform, gangway shall have adequate width, and
- m) every working platform, gangway, working place and stairway shall be provided with railing/ barricading
- n) 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.
- o) When persons are employed on a roof where there is a danger of falling from the height exceeding 3 meters suitable precautions shall be taken to prevent the fall of persons or material

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- p) Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from scaffolds or another working place
- q) Safe means of access shall be provided to all working platforms and other.
- r) The Contractor will have to make payments to labourers as per Minimum Wages Act.

Clause 21 B: The Contractor shall comply with the following regulations as regards the Hoisting appliances to be used by him.

*Employment  
of female  
labour work  
on Sunday*

- a) Hoisting machines and tackles, including their attachments, anchorages and supports shall; i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and ii) be kept in good repairs and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- c) Hoisting 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 ASCDCL.
- 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.
- e) Every crane driver or hoisting appliance operator shall be properly qualified.
- f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold, which gives signals to the operator.
- 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.
- h) Every hoisting machine and all gear referred to in proceeding regulation shall be plainly marked with the safe working load.

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- 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.
- 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.
- k) Motors, gearing, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards.
- l) Hoisting appliances shall be provided with such means, which will reduce to minimum, and the risks of the accidental descend of load.
- 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.

*Measures for prevention of fire*

Clause 22: The Contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permission from the ASCDCL. 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. The Contractor shall make his own arrangements for drinking water for the labour employed by him.

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

Clause 23 : Compensation for all damages done intentionally or unintentionally by Contractor's labour whether in or beyond the limits of the ASCDCL 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 CEO 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 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from ASCDCL 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

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shall pay any damages and cost that may be awarded by the court in consequence.

Clause 24 and 25: Deleted

*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*

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 ASCDCL 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 ASCDCL 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 thereof actually performed under the contract.

*Sum payable by way of compensation to be considered as reasonable without reference to actual loss*

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 ASCDCL without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

*Changes in the constitution of the firm to be notified*

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.

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 CEO



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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.

Clause 30: If the contractor is not satisfied with the order passed by the Engineer-in-Charge, the contractor may, within thirty days of receipt by him of any such order, appeal against it to the CEO who if convinced that prima facie, the contractor's claim rejected by Engineer-in-Charge 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. The decision of the CEO shall be final and binding on the contractor and the Engineer-in-charge

*Directions  
and control of  
the Engineer  
in charge*

Clause 30.1 : Except where otherwise specified in the contract and subject to the powers delegated to him by ASCDCL under the code, rules then in force, the decision of the CEO 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 thereof

Clause 30.2: The Contractor may within thirty days of receipt by him of any order passed by the Engineer-in-Charge as aforesaid appeal against it to the CEO with the contract work or project provided that.

- a) The accepted value of the contract exceeds ` 10 lakhs (Ten lakhs)
- b) Amount of claim is not less than ` 1.00 lakh ( One Lakh).

Clause 31: Deleted

*Lump sums in  
estimates*

Clause 32 : When the estimate on which a tender is made includes lump sums in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for each item,

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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.

*Action where  
no  
specifications*

Clause 33: In the case of any class of work for which there is no such specification as is mentioned in Rule 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.

*Definition of  
Work*

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 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.

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

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

*Quarry fees  
and royalties*

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 ASCDCL.

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*Compensation  
under  
Workmen's  
Compensation  
Act*

Clause 37: The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act. 1923 (VIII of 1923), (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable/ paid by the ASCDCL as principal under sub-section (1) of Section 12 of the said Act on behalf of the Contractor, it shall be recoverable by the ASCDCL 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.

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 ASCDCL, the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of the ASCDCL from any amount due or that may become due to the Contractor

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

- a) 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
- b) When work is carried on in proximity to any place where there is a risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
- c) Adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.

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

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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.

*Quantities put to tender are approximate. Excess quantity beyond quantity put to tender will be governed as per Cl.38*

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. Excess quantity shall be executed only after prior written permission of the ASCDCL and shall be paid at tendered rates only.
- ii) The Contractor shall, if ordered in writing by the Engineer, also carry out any quantities in excess of the limit mentioned above in sub-clause (i) hereof on the same conditions and in accordance with the tendered rates only.

*Employment of famine labour, etc*

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.

*Claim for compensation for delay in starting the work*

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.

*Claims for compensation for delay in execution of the work.*

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

*Entering upon or commencing*

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

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*any portion of work* Contractor shall have no claim to ask for measurements of or payment for work.

*Minimum age* Clause 43:

*of persons employed, the employment of donkeys and other animals and the payment of fair wages.*

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. 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 ASCDCL 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 ASCDCL 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.

*Method of payment*

Clause 44: Payment to Contractors shall be made by cheque drawn on CEO's account provided the amount exceeds ` 1000/-. Amounts not exceeding 1000/- will be paid in cash.

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*Acceptance of  
conditions  
compulsory  
before  
tendering for  
work.*

Clause 45: Any Contractor who does not accept these conditions shall not be allowed to tender for work.

*Employment  
of scarcity  
labour*

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 ASCDCL, or by any person to whom the ASCDCL 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.

*Price not to  
exceed  
controlled  
price fixed by  
Govt.*

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.

*Rate inclusive  
of all taxes  
except GST*

Clause 47 A: The rates to be quoted by the contractor must be inclusive of all taxes except GST. No extra payment on this account will be made to the

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contractor. GST shall be paid separately by ASCDCL on the bills raised by the Contractor.

*GST on surplus material*

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 GST and the same including any other tax applicable will be recovered on such date.

Clause 49: Deleted

*Employment of local labour*

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 only from locally available labours and shall give preference to those persons enrolled under Maharashtra Government employment and self-Employment Department's Scheme. 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.

*Wages to be paid to the skilled and unskilled labours employed by Contractor*

Clause 51: The Contractor shall pay the labourers – skilled and unskilled according to 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. The Contractor shall pay the labourers – skilled and unskilled- according to wages prescribed

Clause 52: All amounts whatsoever which the Contractor is liable to pay to the ASCDCL in connection with the execution of the work including the amount payable in respect of

i) materials and/ or stores supplied/ issued hereunder by the ASCDCL to the Contractor,

ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the ASCDCL to the Contractor for execution by him of the work

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and/ or for which advances have been given by the ASCDCL to the Contractor shall be deemed to be arrears of the land revenue and ASCDCL without prejudice to any other rights and remedies of the ASCDCL recover the same from the contractor as an arrears of land revenue.

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 ASCDCL 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 ASCDCL to such workers shall be deemed to be debt payable by the Contractor and the ASCDCL shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the ASCDCL to the contractor hereunder or from any other amounts payable to him by the ASCDCL.

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.

Clause 55: Deleted

Clause 55A: The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time. If he fails to do so, his failure will be breach of contract and the CEO may in his discretion to cancel the contract.

The Contractor shall also be liable to any penalty liability existing on account of the violation by him of the provisions of the Act.



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Clause 55B: Contractor should note that recovery at penal rate of twice the issue rate will be effected if the contractor does not return the surplus material and the GST and transportation cost will also be recovered from him.

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.

Clause 57 and 58: Deleted

*Anti-Malaria  
and other  
health  
measures*

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.

b) Contractor shall see that most autogenic conditions are not created so as to keep vector population to minimum level.

c) Contractor shall carry out anti malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (M & F) of Health Services, Pune.

d) 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.

e) 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 nuisance. He shall also keep the premises clean by employing sufficient number of sweepers.

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

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Clause 58 (B): The successful contractor will have to enter into agreement in form specified by ASCDCL on a stamp of required amount as per rules in force. The stamp charges shall be borne by the contractor.

Clause 59: Deleted

*Safety  
precautions*

Clause 60: The contractor shall provide and maintain barricades, guards, guard rails, temporary bridges and walkways, watchmen, headlights and danger signals illuminated from sunset to sunrise and all other necessary appliances and safeguards to protect the work, life, property, the public excavations, equipment and materials. Barricades shall be substantial construction and shall be painted such 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.

*Insurance*

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. However if contractor desires 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 contractors for the executed contract work.

i. Loss of or damage to the Civil and Mechanical and Electrical equipment supplied/installed including the materials/brought onsite, Loss of or damage to contractor's equipment 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 personnel or to the ASCDCL staff or to any other person not connected with ASCDCL.

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ii. 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.

iii. 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.

iv. Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

v. 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.

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

Clause 62: 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 concerned. 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.

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**SCHEDULE –A**

Statement showing the material to be supplied from the store for the work contracted to be executed and preliminary and ancillary works and the rate at which they are to be charged.

S. No.	Particulars of Material	Particulars of Material	Rate at which the material shall be charged for	Place of delivery
1	2	3	4	5
	NIL	NIL	NIL	NIL

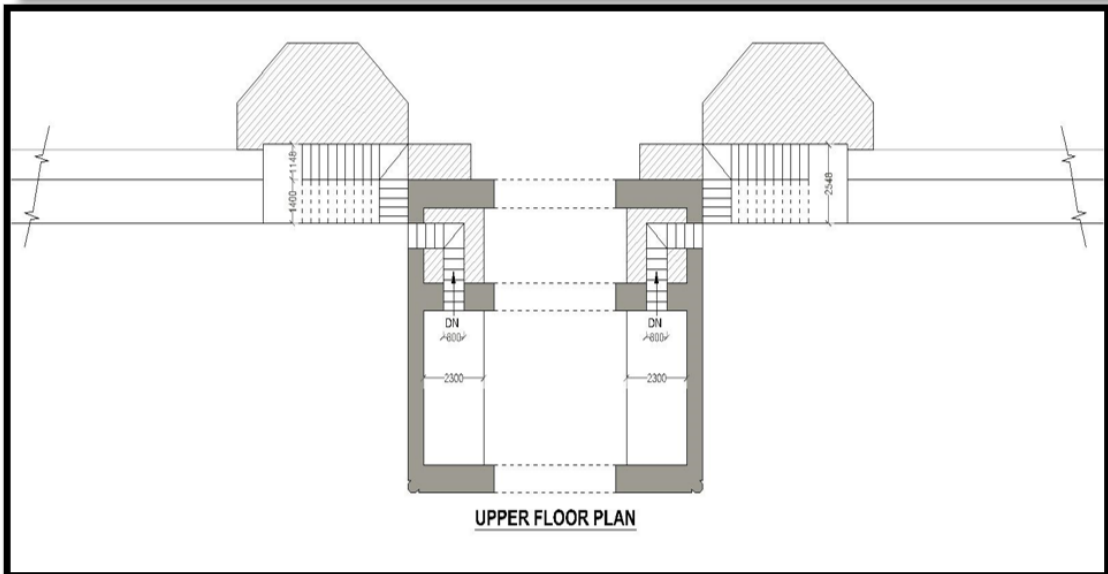
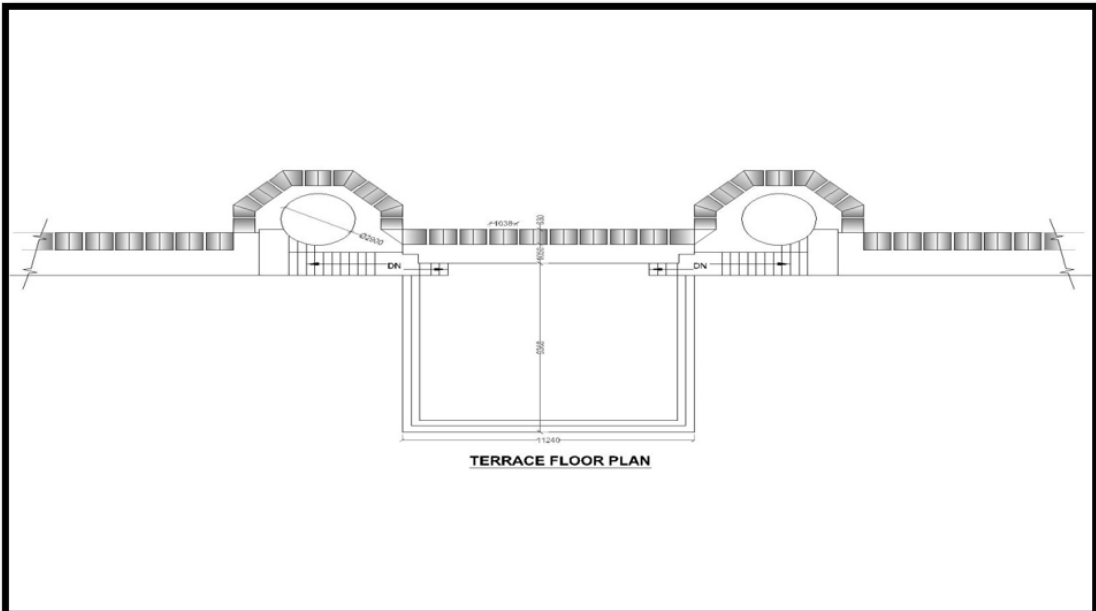
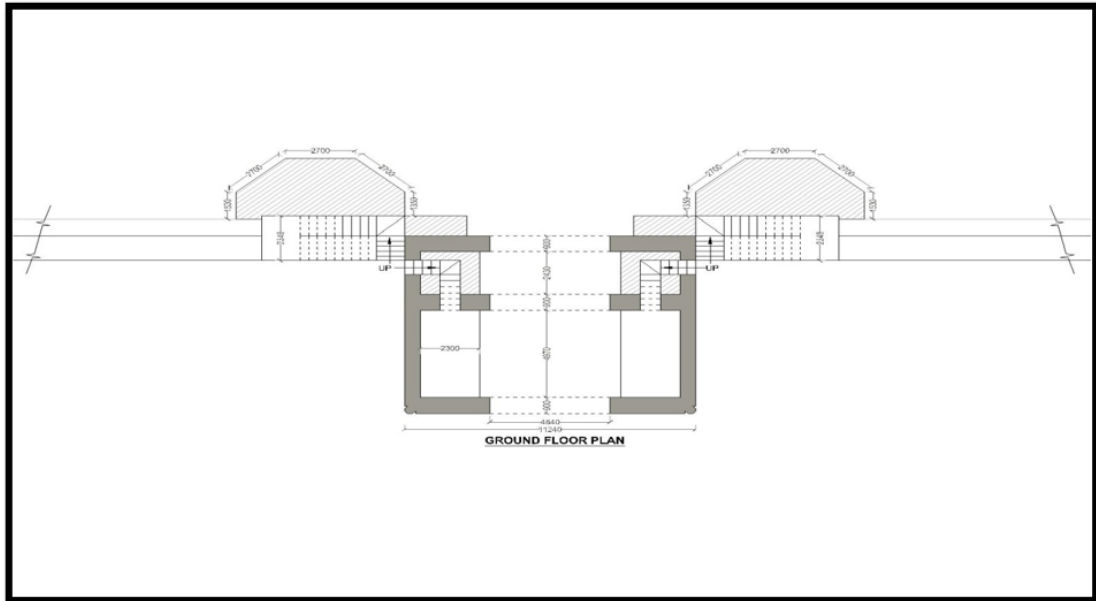
Note: Other materials except as shown in Schedule ‘A’ required for the work shall be procured and supplied by the contractor at his cost. In such cases the test certificates for their quality shall have to be produced by the contractor and testing carried out as mentioned in appropriate sections.

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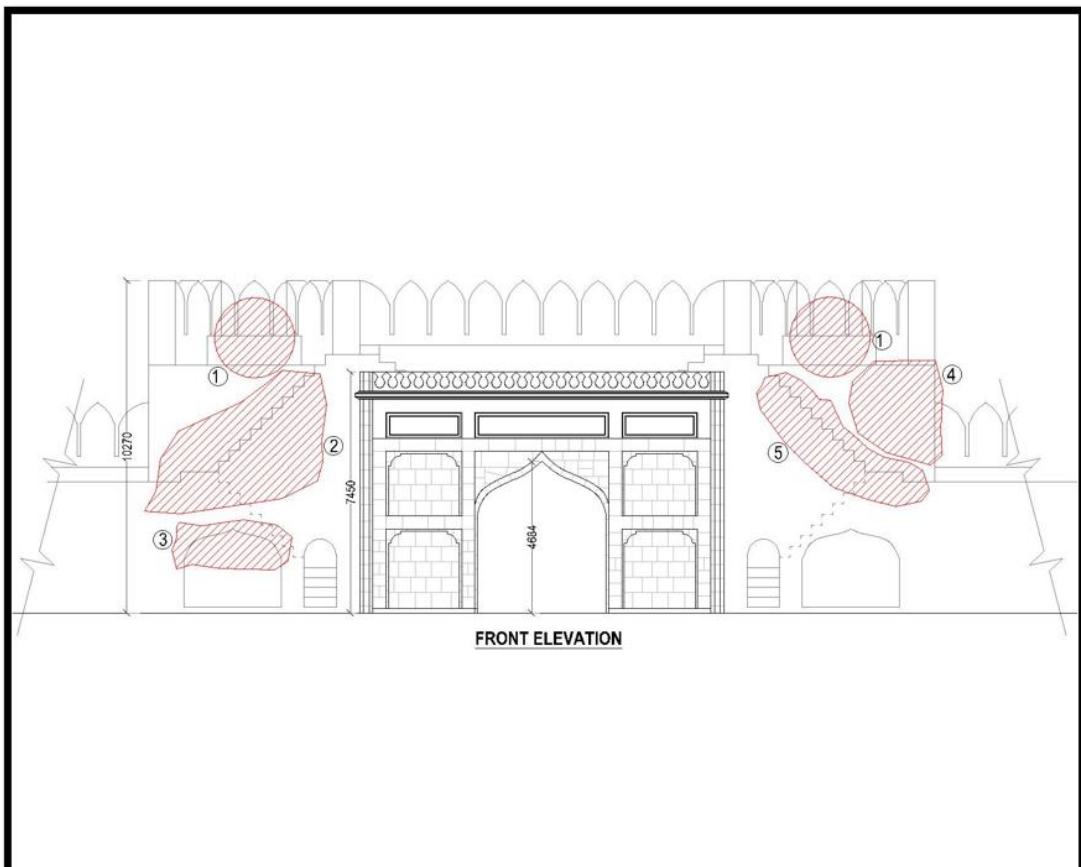
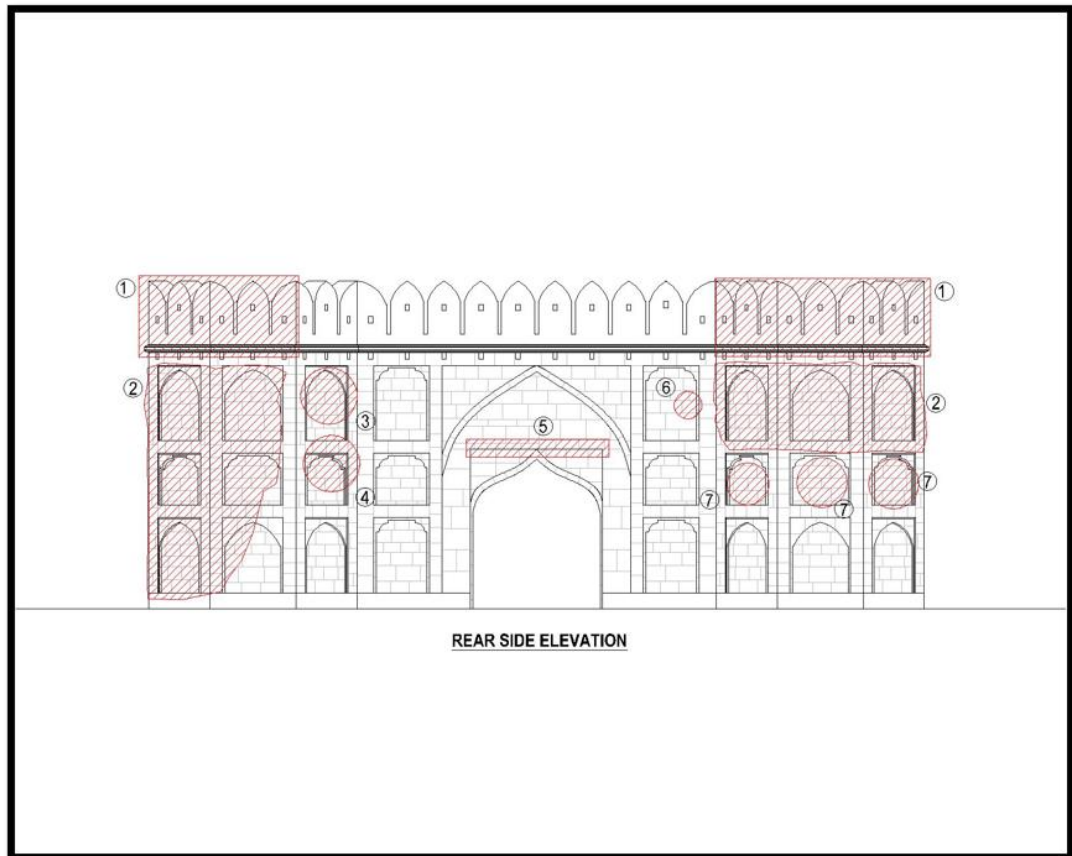
## Drawings

Proposal drawings are attached and other details are available for inspection at the **ASCDCL** office and the tenderers are deemed to have studied the same. This set of drawings will form a part of the formal agreement.

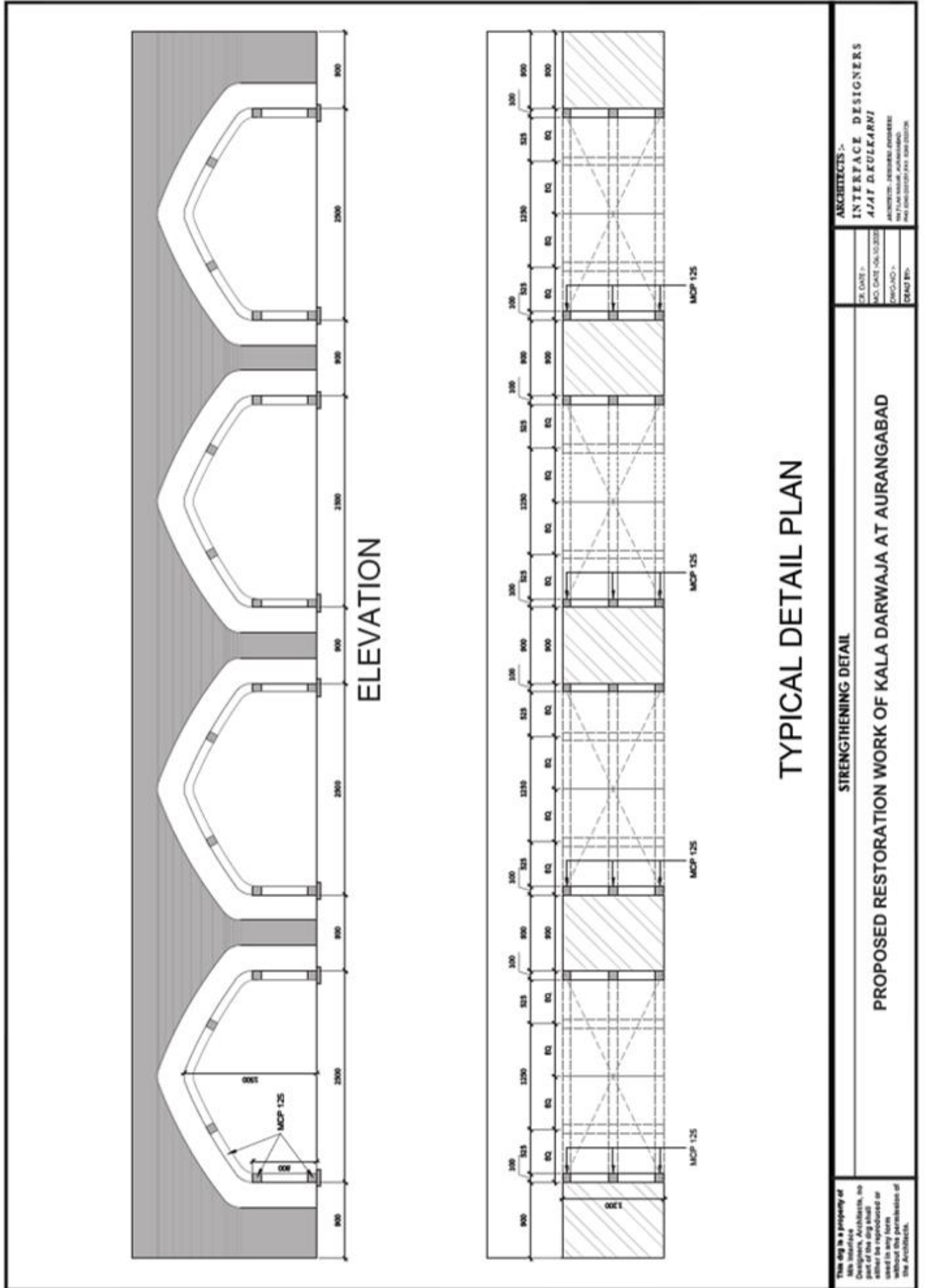
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**SCHEDULE B**

**(As uploaded separately on <https://mahatenders.gov.in> )**