

Ahmedabad Municipal Corporation

E-TENDER NOTICE NO. 02/2026-2027

TENDER NO. 3

**Tender Documents
For
Laying of Water Supply Distribution Network and
Providing and Laying Sewerage Network in Different
Chawls/Area with laying of Paver Block and RCC Road in
Gomtipur Ward of East Zone in AMC area (Phase-II)**

Volume I :- Technical Bid

**Part – I : General
Section : – A
Section : – B
Section : – C**

- (1) Date of download Tender Documents : From website on www.tender.nprocure.com
- (2) Pre-bid Meeting : --
- (3) Last date of online Tender Submission : Dt. **13/07/2026** Upto **18.00** hours
- (4) Last Date of submission of Blank tender document, EMD & Tender Fee and Other documents. : Dt. **14/07/2026** up to **16.00** hours by Speed Post or Registered Post AD, by courier or Hand delivery.
- (5) Date of e-Tender (Technical Bid) Opening : Dt. **14/07/2026** at **17.00** hours

Authority

Deputy Municipal Commissioner (East Zone)
Ahmedabad Municipal Corporation
East Zone Office
Harubhai Mehta Bhavan,
Viratnagar Char Rasta- Nikol
Ahmedabad – 382415

Engineer

Additional City Engineer (East Zone)
Ahmedabad Municipal Corporation
East Zone Office
Harubhai Mehta Bhavan,
Viratnagar Char Rasta- Nikol
Ahmedabad – 382415

June - 2026

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- A-2 : MEMORANDUM OF WORKS IN BRIEF**
- A-3 : SCOPE OF WORKS**
- A-4 : INSTRUCTIONS TO TENDERERS**
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SECTION-A : GENERAL

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A-1 : NOTICE INVITING TENDER

SECTION : A-1

To,

Sub. : Laying of Water Supply Distribution Network and Providing and Laying Sewerage Network in Different Chawls/Area with laying of Paver Block and RCC Road in Gomtipur Ward of East Zone in AMC area (Phase-II)

Dear Sirs,

A.1.1 The Municipal Commissioner of Ahmedabad Municipal Corporation (AMC) invites the online percentage rate tenders (two-bid system) from the prosperous, experienced bidders and who qualifies the eligibility criteria, as mentioned in Section – A.5 of the tender document for **Laying of Water Supply Distribution Network and Providing and Laying Sewerage Network in Different Chawls/Area with laying of Paver Block and RCC Road in Gomtipur Ward of East Zone in AMC area (Phase-II)**

A.1.2 One set of tender documents containing –

Volume – I : Technical Bid

Part – I : (Section – ‘A’, ‘B’, ‘C’) – Tender Notice, General Conditions of Contract etc.

Part – II : (Section – ‘D’, ‘E’) – Technical Specifications & Drawings

Volume – II : Financial Bid

Schedule of Quantities and Rates (Section – ‘F’)

A.1.3 Along with conditions of contract will be available from the website www.tender.nprocure.com. Tenderer shall have to present D.D. of Rs. 18,000/- as tender fee along with the tender or have to deposit Rs. 18,000/- along with tender at the time of submitting the tender to AMC (Projects). Tenderer will have to obtain digital signature in order to submit the bid for this tender.

A.1.4 An unconditional bank guarantee/Demand Draft (Earnest Money) on required stamp paper from the Bank, acceptable to the Corporation for **Rs. 22,78,110/-** must accompany each tender. All the tenderers have to submit this bank guarantee/D.D. as specified in the tender document.

- A.1.5 The successful tenderer shall have to pay security deposit in Indian Rupees in approved Form 'A' enclosed with the tender document.
- A.1.6 The Earnest Money of the unsuccessful tenderer(s) (L2 and L3) will be returned by AMC, after the award of this contract has been finalised. Earnest Money of remaining contractor will be released within 7 days.
- A.1.7 The tender shall be accompanied with the **Income tax Clearance Certificate**.
- A.1.8 One set of tender documents (including drawings and addendum if any), duly completed in all respects, document fees, EMD and other documents required, (hard copy of original certificate, data sheets, company details, forwarding letters etc.) shall be submitted in sealed envelope to AMC on dt. **14/07/2026 up to 16:00 hrs.**

**Assistant Manager East Zone,
East Zone Office
Harubhai Mehta Bhavan,
Viratnagar Cross Road,
Viratnagar, NH No. 8,
Ahmedabad – 382 415**

A.1.8A Pre-bid meeting

A pre-bid meeting (East Zone), East Zone Office, Harubhai Mehta Bhavan, Viratnagar Cross Road, Viratnagar, NH No. 8, Ahmedabad will be put on website and details will be submitted with the tender documents.

A bidder is requested to submit questions in writing or by e-mail on [adducedp](#) well before three days before the date of opening of bids. Notice Inviting Tender (NIT) shall be submitted with the tender documents.



s. Additional City Engineer, Viratnagar Cross Road, Viratnagar, NH No. 8, Ahmedabad. Clarification of the queries received from bidders shall be signed and sealed by the Employer.

questions in writing or by e-mail to reach the Employer's address indicated in the NIT.

- A.1.9 The tenderer shall clearly state in the **forwarding letter (in duplicate)** to be enclosed with the tender documents, the deviations from General Terms and Conditions, if any with cross references. **If no such letter is received, it will be presumed that the tenderer agrees entirely with the General Terms and Conditions.**
- A.1.10 All details and schedules required for pre-qualification and technical evaluation shall be submitted in hard copy in prescribed format.
- A.1.11 Document fees, EMD in form of Bank Guarantee / DD as per AMC Approved Bank List and other documents required. (Hard copy of Original Certificates, Data Sheets, Company Details, Drawings, Blank Tenders Document Duly Signed, Forwarding Letter etc.) shall be submitted in a sealed envelope to AMC before prescribed date.
- A.1.12 Financial bid shall be submitted online on www.tender.nprocure.com

- A.1.13 The **technical bids** from the bidders received, will be opened online in the presence of the bidder's representatives who chose to attend at the office of **Assistant Manager East Zone, East Zone Office Harubhai Mehta Bhavan, Viratnagar Cross Road, Viratnagar, NH No. 8, Ahmedabad – 382 415** and the technical bids will be scrutinized by Ahmedabad Municipal Corporation for satisfying various eligibility criteria prescribed for the bidders for this work.
- A.1.14 Then, the **financial bids** from the eligible tenderers only will be opened online. **The actual date of opening of financial bids will be communicated to technically qualified bidders at a later date.**
- A.1.15 Tenders received **without EMD** will be considered as **Non-Responsive** and **will be rejected outright.**
- A.1.16 The conditional tender **will not be accepted and will be rejected outright**, unless, the nature of condition(s) put for by the bidder is acceptable to AMC. **Any suggestions/ alterations from the tender specifications, if suggested, must be mentioned in the main forwarding letter.**
- A.1.17 The tenderer shall quote (+/-) **percentage in schedule of quantities and rates both in figures and words in Volume-II** of the tender document (**Financial Bid**).
- A.1.18 The tenderer shall have to attach the following documents in **duplicate** with the tender :
- i) **A true copy of registration as an approved Contractor in 'AA' class, registered with AMC, State and Central Government and other Corporations / Boards.**
 - ii) **Schedules 1 to 9 of Section B-6 of Volume I.**
 - iii) **Other documents as per A.4.8.5, A.4.9 and A.4.22 of Section A-4 of Volume I.**
- A.1.19 **Incomplete tender which does not fulfill any of the above conditions will be liable for rejection. Tender will also be liable to be rejected if –**
- i) The tenderer proposes any alteration in the work specified or in the time allowed in carrying out the works or make corrections in Schedule of Quantities.
 - ii) Any of the page or pages in the tender is / are removed or replaced.
 - iii) The (+/-) percentage is not entered in ink, in figures and words in schedule of quantities and rates as also amount in figures is not written and signed.
 - iv) **All corrections, additions or pasted slips are not initialed by the tenderer.**
 - v) Any erasure is made in the tender.
 - vi) The tenderer or in the case of a firm, each partner or the person holding **the power of attorney thereof does not sign or the signature(s) is (are) not attested by the witness, wherever it is required.**
 - vii) **Earnest money for full amount is not paid with the tender.**
 - viii) **The tenderer returns the tender document without signing relevant pages of the bid.**

- A.1.20 Acceptance of the tenders will rest with the competent authority who does not bind himself to accept the lowest tender and reserves the right to reject any or all tenders without assigning any reason thereof.
- A.1.21 It must be clearly and distinctly understood that the conditions of contract and specifications shall be rigidly enforced and no relaxation on the grounds of customs prevailing shall be allowed.**
- A.1.22 The rates quoted by the tenderer shall be inclusive of all taxes, duties, octroi, etc. and no claim in this context shall be entertained.**
- A.1.23 The tenderer shall be considered to have visited the site of work, fully acquainted himself with the local situations regarding materials, labour and other factors pertaining to work and studied the plans and estimates before submitting the tender.
- A.1.24 In the event of a discrepancy between description in words and figures quoted by the tenderer, the description in words shall prevail.**
- A.1.25 The tender for the work shall remain open for a period of **120 days** from the date of opening of the price bid and the tenderer shall not be allowed to withdraw or modify the offer on his own during this period any modifications or additions in terms and conditions of his tender not acceptable to the Addl. City Engineer (East Zone), The Addl. City Engineer (East Zone) **shall without prejudice to any right or remedy, be at liberty to forfeit in full the said earnest money absolutely.**
- A.1.26 The Corporation reserves the right to reject all the tenders of the lowest or any other tender which in the judgement of the corporation does not appear to be in its best interest and the tenderers shall have no cause of action or claim against the Corporation of its officers, employees, successors for assignees for rejection of its tender. The Municipal Commissioner does not bind himself to accept the lowest or any tender. **Tender documents are not transferable.**
- A.1.27 (a) The Contractor shall furnish to the Addl. City Engineer (East Zone) , every week during the progress of the works, classified weekly returns of the number of the people employed on the work during the week. The report of skilled and unskilled labour shall be given in the prescribed forms or in separate statement.
- (b) Details of machineries deployed on site also shall be furnished by the Contractor, every week.
- A.1.28 The tenderer, if directed by the Engineer in charge; shall increase or decrease the strength of the labour both skilled and unskilled. The Contractor shall also furnish the following returns:
- (a) A report of any accident which may have occurred within 24 hours of its occurrence.
- A.1.29 The tenderer shall strictly observe all the requirements laid down in the Contract Labour (Regulation and abolition) Act, 1970 and the Contract Labour (Regulation

and Abolition) (Gujarat) Rules, 1972 and other acts as amended from time to time so far as applicable. The tenderer should obtain necessary permission, license and registration from the labour commissioner, as per labour law.

- A.1.30 The work is to be completed in all respects within **30 (Thirty)** months including monsoon, reckoned from the date of written order to commence the work.
- A.1.31 The tenderer shall carefully read the eligibility criteria, furnish the details and satisfy the same; otherwise **the tender will be rejected without assigning any reason.**
- A.1.32 The tenderer is required to check the tender web site for Addendum if any, before 48 hours of tender submission date and time. The tenderer who quotes the tender without attaching the addendum will be rejected.
- A.1.33 This notice will form part of the Contract.

Note : 'Form B1' referred in this contract shall be read as Section – B1.

Signature of Contractor	Additional City Engineer (East Zone)
Name :	Ahmedabad Municipal Corporation
Company's seal :	
Date :	Date :

A-2 : MEMORANDUM OF WORKS IN BRIEF

SECTION : A-2

- A.2.1 **Name of Work** : **Laying of Water Supply Distribution Network and Providing and Laying Sewerage Network in Different Chawls/Area with laying of Paver Block and RCC Road in Gomtipur Ward of East Zone in AMC area (Phase-II)**
- A.2.2 **Estimated Cost** : Rs. 22,78,11,026/-
- A.2.3 **Earnest Money** : Rs. 22,78,110/-
- A.2.4 **Validity Period of Tender offered** : **120 days** from the date of opening of the price bid.
- A.2.5 i) **Security Deposit** : 5% of the contract value in the form of bank Guarantee /DD (Bank Guarantee issued from Ahmedabad Branch only as per para A.4.24). The security deposit shall be payable in 15 days from date of receipt of LOI failing which interest at 4% per Annum will be charged by AMC.
- ii) **Retention Money** : 2% of the bill amount to be deducted from running bills & will be return at the time of final bill.
- A.2.6 **Time allowed for completion of the work from the date of written order to commence** : a) **30 (Thirty) months including of monsoon period**
b) **If the site is not cleared to start the work, the time limit will be considered from the date of possession given to start the work.**
- A.2.7 (A) **Date of download Tender Documents** : From website on www.tender.nprocure.com
- (B) **Last date of online Tender Submission** : Dt. **13/07/2026** Upto **18.00** hours
- (C) **Last Date of submission of Blank tender document, EMD & Tender Fee and Other documents.** : Dt. **14/07/2026** up to **16.00** hours by Speed Post or Registered Post AD, by courier or Hand delivery.
- D) **Description essential to be made on sealed cover** : **Name of work : Laying of Water Supply Distribution Network and Providing and Laying Sewerage Network in Different Chawls/Area with laying of Paver Block**

and RCC Road in Gomtipur Ward of East Zone in AMC area (Phase-II)

a) Last date of Receiving tender in Hard copy By corporation: Dt. **14/07/2026** by person / RPAD / speed post./ Courier up to **16.00** hrs.

e) **Mode of quoting rate in Schedule of quantities (in Volume – II)** : **In figures as well as in words to be done on line in Vol. II only. The tenderer should not mention his percentage (+/-) in volume – I or in his forwarding letter as that will lead to rejection of tenders.**

A.2.8 **Tender opening** : **At the time of opening of tender only Volume - I (Technical bid) of all the tenders will be opened online. After scrutiny of this Volume-I, the Volume-II (Financial Bid) of those tenderers, satisfying the eligibility criteria will be opened.**

A.2.9 **Execution of work** : **Work shall start and progress simultaneously as per the priority and as directed by Engineers-in-charge.**

Signature of Contractor

Additional City Engineer (East Zone)

Name :

Ahmedabad Municipal Corporation

Company's seal :

Date :

Date

A-3 : SCOPE OF WORKS

SECTION : A-3

A.3.1 The broad scope of civil work for **Laying of Water Supply Distribution Network and Providing and Laying Sewerage Network in Different Chawls/Area with laying of Paver Block and RCC Road in Gomtipur Ward of East Zone in AMC area (Phase-II)** as under. The work shall be carried out in accordance with specifications and instructions of Engineer in charge issued from time to time.

A.3.1.1 Scope of Work :

Water Supply Work

- Transporting & Laying of DI Pipe with valve, specials etc.
- Supplying DI Specials
- Construction of Valve chambers, providing Encasing, Thrust block etc.
- Excavation for pipeline trenches, Refilling etc. and miscellaneous civil work as per bill of quantities.
- The material i.e. pipes, and sluice valve will be supplied by AMC.
- Watering all excavated trench as per tender condition.
- Provide proper work in progress sign board & barricading.
- Connection to existing main water supply pipe
- Providing & laying MDPE pipe for house connection

Sewage Work

- Providing, supplying, lowering, laying and jointing DWC SN-8 / RCC Sewerage Network as per proper slope and gradient
- Construction of manhole chamber as per bill of quantities and specifications
- Connection of existing drainage line manholes
- Providing & laying DWC pipe with chamber for house connection
- The work includes Providing and laying Paver Block & RCC Road as per Schedule of Quantities and as directed by Engineer in Charge.
- During execution all existing water supply system and sewerage system should keep working till commissioning of new network with house connection. This should be in the scope of contractor without any extra payment.

Signature of Contractor
Name :
Company's seal :
Date :

Additional City Engineer (East Zone)
Ahmedabad Municipal Corporation

Date :

A-4 : INSTRUCTIONS TO TENDERERS

SECTION: A-4

A.4.1 Note

- A.4.1.1 These instructions are provided to assist tenderers while preparing their tenders. They do not form part of the Contract and they shall not be taken into consideration in interpreting or construing the Contract.

A.4.2 Invitation to Tender

- A.4.2.1 The Municipal Commissioner for and on behalf of the Ahmedabad Municipal Corporation, Ahmedabad, hereinafter referred to as the Corporation, will receive on line tenders for the construction works according to the specifications and Schedule of Quantities in the tender documents herewith attached.
- A.4.2.2 Tenders will not be accepted after the hour and date fixed for receiving of tenders. Telegraphic tenders will not be accepted under any circumstance. Tenders received after the hour and date so fixed will not be considered. Tenders (Hard copy) will be received upto **16.00 hours on or before Dt. 14/07/2026**. Tenderer's authorized representatives may attend the tender opening. The date and time for opening of tenders will be communicated to tenderers separately.
- A.4.2.3 However, the Corporation reserves the right to reject all the tenders or the lowest or any other tender which in the judgement of the Corporation does not appear to be in its best interest, and the tenderer shall have no cause of action or claim against the Corporation or its officers, employees, successors or assignee for rejection of its tender.
- A.4.2.4 The Municipal Commissioner does not bind himself to accept the lowest or any tender. If the tenderer wishes to offer discount in the event of the entire work being awarded to him, he shall state so in the tender.
- A.4.2.5 Tender documents are not **transferable**.

A.4.3 Tender Validity Period

- A.4.3.1 The tender shall be kept valid for acceptance for a period of one hundred twenty (120) calendar days from the date of opening of financial bids.

A.4.4 Language of Tender

- A.4.4.1 Tenders shall be submitted in English, and all information in the tender shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a tender. Only English text shall be governing.

A.4.5 Documents

- A.4.5.1 One sets of tender documents (Vol. I & Vol. II, drawings & addendum if any), comprehensively referred to as Tender Document, are issued to every tenderer. The details of the Tender Document referred above are as follows :

(1) Volume – I : (Part – I) (General) (Technical Bid)

- Section : A** - Notice Inviting Tender, Scope of Work, Instructions to Tenderers etc.
Section : B - General Conditions of Contract, Schedules etc.
Section : C - Specifications : Non-Technical, Safety Provisions etc.

(2) Volume – I : (Part – II) (Technical Specifications & Drawings)

- Section : D** - Technical Specifications
Section : E - Drawings

(3) Volume – II (Financial Bid)

- Section : F** - **Schedule of Quantities & Rates**

A.4.6 Earnest Money

- A.4.6.1 Each tender must be accompanied by a receipt for Earnest Money Deposit as Demand Draft/Bank Guarantee in the prescribed form, from a bank acceptable to the Corporation. Tender deposit is accepted as detailed out in Section B.
- A.4.6.2 **Tenders not accompanied by Earnest Money as required shall be rejected as non-responsive.**
- A.4.6.3 In case of Bank Guarantee/Demand Draft, the same shall be valid for **120 days** from the price bid opening date.
- A.4.6.4 If during the tender validity period, the tenderer withdraws his tender or the successful tenderer fails to accept the contract within 15 calendar days after receiving notice of the award of contract and fails to submit contract deposit, **the earnest money in the form of D.D/ bank guarantee shall be forfeited and the tenderer may be disqualified from tendering for further works with the Municipal Corporation of Ahmedabad.**
- A.4.6.5 A list of banks from whom guarantees will be acceptable by the Corporation is attached to these Instructions. Tenderers are requested to verify from the Corporation the wording of the Tender Guarantee if they consider any modification is necessary and also to enquire about acceptability of the bank by whom the guarantee will be given, as possible during the tender period.
- A.4.6.6 After the award has been finalised, the Earnest Money will be returned to the respective tenderers, with the exception of the successful tenderer.

A.4.6.7 The successful tenderer's earnest money will be retained as security after signing the contract and for making of the contract deposit. In case of Bank Guarantee/Demand Draft, successful tenderer's Bank Guarantee/Demand Draft will be returned after furnishing the contract deposit.

A.4.6.8 No interest will be paid on any tender deposit / guarantee.

A.4.7 Income Tax Clearance Certificate

A.4.7.1 In case of domestic tenderers, the tender must be accompanied by an Income-Tax Clearance Certificate for the last three financial years in the form attached (Form 'B'). In case it is not possible to furnish such a certificate, the tenderers should submit with the tender, information regarding the Income-Tax, circle or ward of the district in which he is assessed for Income Tax, reference number of the assessment and the assessment year in the form attached (Form 'C'). **If a tender is submitted without complying with these requirements, it is liable to be rejected outright.**

A.4.8 Submission of Tenders

A.4.8.1 Tenders shall be submitted online in three (3) stages as prescribed on website amc.nprocure.com. In the event of a Contract, the tender and the documents attached thereto shall be considered as forming part of the Contract Documents.

A.4.8.2 Document fees, EMD, Blank Tender Document duly signed, company details, data sheets, original certificates shall be submitted to AMC in sealed envelope, so as to reach by up to **16.00 hrs. on Dt. 14/07/2026** at the following address :

**Assistant Manager East Zone,
East Zone Office
Harubhai Mehta Bhavan,
Viratnagar Cross Road,
Viratnagar, NH No. 8,
Ahmedabad – 382 415**

A.4.8.3 **The sealed envelopes shall show on the outside, the name of the tenderer and his address with phone numbers.** In addition, the lower left hand corner of the envelope or other container should indicate **the Contract number** and the **tender opening date**. Tenders which are opened before the due date with no indication having been given on the outside of the envelope or container to indicate that it is a **tender liable to be disqualified**.

A.4.8.4 **No tender shall be accepted unless both the envelope is sealed.** Tenderers shall not be allowed to fill in or seal their tenders at the Municipal Office. **Tenderers are requested to present the tenders in good time on the stipulated day so as to avoid rush at the closing hours.**

A.4.8.5 **Envelope** of the tender document shall be accompanied by the following documents in **duplicate**:

(a) Vol. I of the tender with duly signed.

- (b) **Tenderer's programme for the execution of the works.**
- (c) **List of plant and machinery in good working order available with the tenderer which he proposes to deploy on the works.**
- (d) **Details of schedule 1 to 9 of section B - 6, of Vol. I.**
- (e) **A covering letter stating any other matter in relation to this tender which the tenderer considers should be drawn to the particular notice of the Corporation or Consulting Engineers.**
In addition, the original tender shall be accompanied by :
- (f) **A receipt for a deposit as earnest money as detailed in item A.4.6, above.**
- (g) **In case of domestic contractor, an income-tax clearance certificate as detailed in item A.4.7, above**
- (h) **A certificate of registration as approved Contractor should be attached with the tender.**

A.4.8.6 Deleted

A.4.8.7 Time being the essence of the contract, the tenderers should indicate the tender completion date(S). The desired completion requirements of the Corporation are indicated in the specifications attached.

A.4.8.8 Erasures and other changes shall be noted over by the initials of the person signing the tender.

A.4.9 General Performance Data

A.4.9.1 Tenderers shall present the following information online / hard copy :

- (a) **Evidence of financial capacity to execute a contract of this magnitude in terms of solvency certificate, annual turnover and price of biggest job carried out.**
- (b) **The bidders are requested to furnish requisite information as described in Section : A-5 so as to enable the competent authority to decide the technical and financial capability of the bidder, based on which, the bidder shall be evaluated.**
- (c) **Experience of similar works with names of authorities for which the works were executed.**
- (d) **List of current jobs of comparable nature along with starting date and likely completion dates with their contract values.**
- (e) **The extent of responsibilities carried by Contractors associated with the tenderer.**
- (f) **General detail of tenderers' organization, management, staff and personnel, Facilities for design and construction.**

A.4.9.2 Tenders will not be considered if the above information is not provided or is considered to be unsatisfactory.

A.4.10 Signing of Tender Document

- A.4.10.1 Tenderers are requested to sign the Bank Guarantee Form – A, placed in Section : A-4 of Volume I. Schedule of Quantities in Volume–II etc. after making appropriate enquiries wherever necessary.
- A.4.10.2 If the tender is made by an individual, it shall be signed with his full name above his current address.
- A.4.10.3 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his name and the name of his firm with its current address.
- A.4.10.4 If the tender is made by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses, or **by a partner holding the power of attorney for the firm signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed, current address of the firm and the full name and the current address of all the partners of the firm shall also accompany the tender.**
- A.4.10.5 If the tender is made by a limited company or a limited Corporation, it shall be signed by a duly authorised person holding the power of attorney for signing the tender, in which case, a certified copy of the power of attorney shall accompany the tender. Such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- A.4.10.6 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures.
- A.4.10.7 The tenders from Contractors shall be accompanied by an attested copy of income-tax clearance certificate from the Income-tax Officer of the Circle for the previous financial year.
- A.4.10.8 All signatures in the tender documents shall be dated.

A.4.11 Interpretation of Documents

- A.4.11.1 Tenderers shall carefully examine the Tender Documents and fully inform themselves as to all the conditions and matters which may in any way affect the work or the cost thereof. Should a tenderer find discrepancies in or omission from the specification or other documents, or should be in doubt as to their meaning, he should at once address a query to the Addl. City Engineer (East Zone) as provided for in Clause A.4.8.8. Any resulting interpretation of the Tender Documents will be issued to all tenderers as an Addendum. Verbal clarification and/or information given by the Addl. City Engineer (East Zone) shall not be binding on the Corporation.

A.4.12 Errors and Discrepancies in Tenders

- A.4.12.1 Should the Schedule of quantities and Rates (Vol. II) submitted with the tender be found to contain errors, or discrepancies the owner / engineer will not permit any bidder to change the substance or price of his bid after the bid opening. In case of discrepancy in the quoted percentage and the corresponding amount the percentage quoted in words in all cases shall govern. Also the bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

A.4.13 Modification of Documents

- A.4.13.1 Any Modifications in the tender, if required, will be made by an Addendum on www.tender.nprocure.com AMC's website before 48 hours.
- A.4.13.2 The tenderer shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with the Addenda.

A.4.14 Evaluation of Tenders

- A.4.14.1 For evaluation and comparison of bids, **the following factors shall be considered in addition to the points mentioned in Clause A.4.22.1 of Section : A-4 of Volume-I.**
- i) **The costs of procurement of principal element of the work of similar magnitude executed earlier.**
 - ii) **The time of completion of construction.**
 - iii) **The efficiency and compatibility of the construction.**
 - iv) **The reliability of the proposed construction methods.**
 - v) **Other minor deviations, if any.**
 - vi) **Technical competence.**
 - vii) **Relative quality of previous jobs.**
 - viii) **Organisation set up.**
 - ix) **Financial Capability.**

A.4.15 Policy for tenders under consideration

- A.4.15.1 Tenders shall be deemed to be under consideration from the opening of tenders, until such time as an official announcement of award is made.
- A.4.15.2 While tenders are under consideration, tenderers and their representatives, or other interested parties, are advised to **refrain from contacting by any means any Corporation personnel or representatives on matters relative to the tenders under study.** The Engineer's Representative, if necessary, will obtain clarification of tenders by requesting such information from any or all the tenderers either in writing or through personal contact, as may be necessary. **The tenderer will not be permitted to change the substance of his tender after tenders have been opened. This includes any post tender price revision or major modification as defined in Clause No. A.4.13. Non-compliance with this provision is a cause for disqualification.**

**A.4.16 Alternatives
Deleted**

A.4.17 Cost of Tendering

The Corporation will not defray the expenses incurred by tenderers in tendering and will not be bound to accept the lowest or any tender.

A.4.18 Award of Contract

A.4.18.1 Notification of award will be made in writing to the successful tenderer.

A.4.18.2 The contract will be awarded to the technically and financially qualified and responsive tenderer offering the lowest overall evaluated tender or tenders in conformance with specifications subject to the provisions in Clause No. A.4.14 and A.4.15 i.e. Evaluation of tenders and policy for tenders under considerations, mentioned earlier.

A.4.18.3 A responsive tender is one which accepts all the terms and conditions of the Tender Documents without any major modifications. A major modification is one which affects in any way the price, quality, quantity or completion of works or which limits in any way, any responsibilities or liabilities of the tenderer or any rights of the Corporation, as specified in the Tender Documents. The Corporation may waive any minor informality in a tender which does not constitute a major modification. **However, the failure of successful bidder to pay 'Security Deposit' and signing the contract shall constitute sufficient grounds for annulment of the award of contract and forfeiture of the earnest money deposit, in which case the Owner/Engineer may award the contract to the next lowest evaluated responsive bidder. In the event of not finding any such bidders, the employer is empowered to call for new bids.**

A.4.18.4 In case, the tender is found technically responsive, tenderer will be intimated accordingly. Financial bid of only technically qualified tenderer will be opened. Financial bid of the technically not qualified tenderer will be **returned unopened.**

A.4.19 Signing of Contract

A.4.19.1 The successful tenderer shall be required to execute the Contract within **15 days** of receipt of intimation to execute the Contract, failing which the Corporation will be entitled to claim discount offered for payments of bills in spite of non-payment of the bills within the stipulated time, if such non-payment is the result of non-execution of the contract by the tenderer. Moreover if the contractor will not pay security deposit and do the agreement within 15 days after issuing the first letter from the authority or corporation.

A.4.19.2 The person to sign the contract documents shall be the persons as detailed in Clause No. A.4.10 i.e. signing of tender documents.

A.4.20 Stamp Duty and Legal Charges

It shall be incumbent on the successful tenderer to pay stamp duty on the contract and legal charges for preparation of the contract agreement.

A.4.21 Solvency Certificate

Solvency Certificate of an amount 20 % of the tender estimated cost shall be enclosed with technical bid. Bank Solvency shall not be older than one-year period as on the last day of the month previous to the one in which Tender are invited. **If he fails to produce such certificate his tender will not be considered.**

A.4.22 Documents / Information to be submitted alongwith Volume – I (Technical Bid)

A.4.22.1 The following documents/information must be submitted by the tenderer in duplicate along with Volume-I of the tender.

- i. A certificate of registration as approved Contractor.**
- ii. A receipt for a deposit as earnest money or bank guarantee as detailed in Clause No. A.4.6 of Instructions to Tenderers – (Volume-I).**
- iii. An Income-tax clearance certificate for the last three financial years as detailed in Clause No. A.4.7, of Instructions to tenderers - (Volume-I).**
- iv. If the tender is not submitted by an individual, the necessary certified copy of the power of attorney, a certified copy of the partnership deed and other relevant information in this connection as detailed in Clauses A.4.10.3 to A.4.10.7 of Instruction to Tenders – (Volume-I).**
- v. A solvency certificate as detailed in Clause A.4.21 above.**
- vi. General details of tenderer's organisation, management, staff and personnel, facilities for design and construction.**
- vii. An overall schedule of the 'Work Plan' of the project based on 'Network Technique Method' – Programme Evaluation and Review Technique (PERT)/ Critical Path Method (CPM) for appreciating his method of planning, scheduling and control of project execution.**
- viii. A chart showing the monthly labour force required to execute the project.**
- ix. Details of the work of similar type and magnitude carried out by the tenderer including names of the authorities for which works were executed, as per Schedule-B.6.1 of Section B – (Volume-I).**
- x. Details of works in hand and works tendered for as on the date of submission of the tender, as per schedule-B.6.2 of Section B – (Volume-I).**
- xi. Details of technical personnel with tenderer who are proposed for this contract as per Schedule-B.6.3 of Section B – (Volume-I).**
- xii. Information regarding financial capacity of the tenderer to execute the works of this magnitude as per Schedule-B.6.4 of Section-B – (Volume-I).**
- xiii. Details of the equipment (plant and machinery) in good working order, which is in possession of the Contractor and the equipment he proposes to bring to the site, as per schedule-B.6.5 of Section B – (Volume-I).**
- xiv. Details of Contractor's schedule for execution of works, as per Schedule-B.6.6 of Section B – (Volume-I).**
- xv. Details of Bidding Capacity as per schedule-B.6.7 of Section B – (Volume-I).**

- xvi. Details of structure and organisation as per schedule – B.6.8 of Section B– (Volume-I).**
- xvii. Details of skilled, unskilled and other categories of personnel / workers to be employed for this contract.**
- xviii. Details of excavation and dewatering method including well point system.**

A.4.22.2 Bidders not submitting the above mentioned information along with their tenders as per clause No. A.4.22.1 above, the tender will not be considered for evaluation and the bid will be outright rejected.

A.4.22.3 Bidder to note that the time being essence of contract, mechanical means of excavation will have to be used to the maximum extent and quote accordingly.

A.4.22.4 Contractor to read this clause carefully :

Department of Labour and Employment, Government of Gujarat, Sachivalaya, Gandhinagar, Vernacular Resolution No.RGR-102003-966- 2 (2) dated 04-07-2003.

As required under the above resolution bidders are requested to give assurance about how many Skilled, Unskilled and other categories of personnel / workers they will employ on this work. If the bidders fail to give assurance about this, his tender will not be considered. Contractor will have to submit quarterly report to AMC, which will be submitted to Department of Labour and Employment regarding the employment given to different categories of personnel under this work based on the details submitted by the tenderers. (As per Schedule B.6.9 attached)

A.4.22.4.1 Deleted

A.4.22.4.2 Deleted

A.4.22.4.3 All circulars relating to the works published on the AMC web sites will be applicable.

Signature of Contractor

Additional City Engineer (East Zone)

Name :

Ahmedabad Municipal Corporation

Company's seal :

Date :

Date :

A.4.23 FORMS

FORM 'A'

FORMAT FOR BANK GUARANTEE FOR EARNEST MONEY

- [1] In consideration of the Terms and Conditions of the tender invited by Commissioner, Ahmedabad Municipal Corporation, Ahmedabad (hereinafter called "Ahmedabad Municipal Corporation") and..... (Contractor) (hereinafter called "Contractor" for the work of (Name of work) for the deposit for the due fulfillment by the contractor of the terms and conditions contained in the said tender, We Bank of (hereinafter referred to as the Bank) at the request of (Name of Contractor) do hereby undertake to pay the Ahmedabad Municipal Corporation an Amount not exceeding Rs..... (Total Earnest Money Deposit Amount) against any loss or damage caused to or suffered by Ahmedabad Municipal Corporation by reason of any breach of any term or condition contained in the said tender by the said Contractor.
- [2] We Bank of..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Ahmedabad Municipal Corporation stating that the amount claimed in due by way of loss of damage caused to or would be caused to or suffered by the Ahmedabad Municipal Corporation by the reason of breach by the said contractor of any of the terms and conditions in the said tender of by reason of the contractors failure to perform. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs..... (Total of Amount of Earnest Money Deposit).
- [3] We undertake to pay the Ahmedabad Municipal Corporation any money so demanded notwithstanding dispute or disputes raised by the contractor. In any suit of proceeding pending before any Court or Tribunal relating thereto, our liability under this presents being absolute and unequivocal. The payment so made by 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 Bank of, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the final award of contract of the said work and that under or by virtue of said tendered work have been fully finalised and its claim satisfied or discharged or till Commissioner, Ahmedabad Municipal Corporation, Ahmedabad clarified that the terms and conditions of the said tender have been fully and properly finalised by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under this tender is made on to us in writing on or before (dt.) we shall be discharged from all liability under this Guarantee thereafter.
- [5] We Bank of further agree with the Ahmedabad Municipal Corporation that the Ahmedabad Municipal Corporation shall have the fullest liberty without our consent and without in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or to

extend the time of performance by the said contractor from time to time or to postpone for any time any of the power exercisable by the Ahmedabad Municipal Corporation against the said contractor and to forbear or enforce any of the terms and conditions relating to the said tender and we shall not be relieved from our liability by reason of any variation or extension being granted to the said contractor or for any forbearance, act or omission of the part of the Ahmedabad Municipal Corporation or any indulgence by the Ahmedabad Municipal Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, would relieve us.

- [6] This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- [7] We Bank of lastly under take not to revoke this guarantee during its currency.

NOT WITH STANDING ANYTHING CONTAINED HERE IN ABOVE:

- [1] Our liability under this bank guarantee is restricted to Rs. (Amount of Deposit)
- [2] This bank guarantee is valid up to
- [3] Our liability to make payment shall arise and we are liable to pay the guarantee amount or any part there of under this guarantee, only if served upon us a written claim or demand in terms of the guarantee on or before dt.
- [4] In written of bank has executed this present the day and year first written.

Dated Day of2026.

For (Bank name).

**Seal, stamp and signature of
Bank's authorized Signatory**

FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT

- [1] In consideration of the Terms and Conditions of an "Agreement made between Commissioner, Ahmedabad Municipal Corporation, Ahmedabad (herein after called" Ahmedabad Municipal Corporation ") and..... (Contractor) (hereinafter called "Contractor" for the work of (Name of work) for the deposit for the due fulfillment by the contractor of the terms and conditions contained in the said agreement, We Bank of (hereinafter referred to as the Bank) at the request of (Name of Contractor) do hereby undertake to pay the Ahmedabad Municipal Corporation an Amount not exceeding Rs..... against any loss or damage caused to or suffered by Ahmedabad Municipal Corporation by reason of any breach of any term or condition contained in the said agreement by the said Contractor.
- [2] We Bank of..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Ahmedabad Municipal Corporation stating that the amount claimed in due by way of loss of damage caused to or would be caused to or suffered by the Ahmedabad Municipal Corporation by the reason of breach by the said contractor of any of the terms and conditions in the said agreement of by reason of the contractor 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 shall be restricted to an amount not exceeding Rs.....
- [3] We undertake to pay the Ahmedabad Municipal Corporation any money so demanded notwithstanding dispute or disputes raised by the contractor. In any suit of proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by 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 Bank of, further agree that the guarantee herein contained shall remain in full force and effecting during the period that would be taken for the performance of the said agreement and that under or by virtue of said agreement have been fully paid and its claim satisfied or discharged or till Commissioner, Ahmedabad Municipal Corporation, Ahmedabad clarified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under this agreement is made on us in writing on or before (dt.) we shall be discharged from all liability under this Guarantee thereafter.
- [5] We Bank of further agree with the Ahmedabad Municipal Corporation that the Ahmedabad Municipal Corporation shall have the fullest liberty without our consent and without in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor from time to time or to postpone for any time or time to time any of the power exercisable by the Ahmedabad Municipal Corporation against the said contractor and to force or enforce any of the terms and

conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said contractor or for any forbearance, act or omission on the part of the Ahmedabad Municipal Corporation or any indulgence by the Ahmedabad Municipal Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision would relieve us.

- [6] This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- [7] We Bank of lastly under take not to revoke during its currency except with the previous consent of the Ahmedabad Municipal Corporation in writing.

NOT WITH STANDING ANYTHING CONTAINED HERE IN :

- [1] Our liability under this bank guarantee is restricted to Rs.
- [2] This bank guarantee is shall valid up to
- [3] Our liability to make payment shall arise and we are liable to pay the guarantee amount or any part there of under this guarantee, only if serve upon us a written claim a demand in terms of the guarantee on or before dt.

THIS BANK GUARANTEE IS ENCASHABLE AT OUR BRANCH OFFICE AT AHMEDABAD

- [4] In written of bank has executed this present the day and year first written.
Date the , Month , Year for (Bank name).

**Seal, stamp and signature
of Bank's authorized Signatory**

FORM 'B'

INCOME-TAX CLEARANCE CERTIFICATE

1. Names and style (of the Company, Firm, HUF or Individual) in which the applicant is assessed or assessable to Income-tax and the addresses for the purpose of assessment :
2. Names and addresses of all Companies, Firms or Associations or persons in which the applicant is substantially interested in his individual or fiduciary capacity.
3. The Income-tax Circle/Ward/District in which the applicant is assessed to income-tax.
4. The following particulars are to be furnished concerning the Income Tax Assessments for the preceding four years :
 - (a) The total contract amount received during the preceding four accounting years (give date of the closing day of the year being previous year).
 - (b) Year Total Income Tax demanded, Tax paid, Balance due Tax assessed

Note :

- (i) Tax in Columns 3 and 4 should include all items viz. Income-tax, Sales Tax, Surcharges, Excess Profit Tax and Port Tax, etc.
- (ii) If any tax remains unpaid, the reasons should be explained in an attached statement.
- (c) In case there has been no income-tax assessment in any year, whether returns have been submitted under Section 22 (1) or 22(2) or tax has been paid in advance under Sections 18(A) (3) of the Act and if so, the amount of income returned for each year and tax for each of the four years mentioned above and the name of Income-tax Circle/Ward/District concerned where such returns have been paid. Give reasons why the income-tax is not assessed.
- (d) Whether any attachment or certificate proceedings pending in respect of the arrears.

(e) The name and address of Branch(es), if any.

I declare that the above information is correct and complete to the best of my information and belief.

Signature of the Contractor

Registered No.

Signature

Address

Date :

In my opinion, the assessee mentioned above has been doing everything possible to pay the tax demanded promptly and regularly and to facilitate the completion of the pending proceedings.

This will remain valid for one year from the date of issue.

Signature of the Income-tax officer

Circle

Ward

FORM 'C'

INCOME TAX CLEARANCE CERTIFICATE

1. Name of style (of the Company,
Firm, HUF or Individual) in which
The tenderer is assessed or
Assessable to Income-tax and the
Addresses for the purpose of assessment _____
2. Name of address of all Companies,
Firms or Associations of persons
In which the applicant is substantially
interested in his individual
Fiduciary capacity. _____
3. The Income-Tax Circle/Ward/District
In which the tenderer is assessed to
Income-tax.
4. Reference number of the assessment
and assessment year _____

Signature

Address :

Signature of the Firm

- | | |
|-------------------------------|----|
| Names and private residential | 1. |
| Addresses of the partners | 2. |
| Constituting the firm : | 3. |
| | 4. |
| | 5. |

(Tenderer to strike out whichever is not applicable)

PERFORMANCE BOND

Annexure-I

(See Clause No. 1(b))

(The date of this bond must not be prior to the date of the instrument in connection with which it is given)

Principal (Consultancy)

Surety (Bank)

Sum of bond (Express in words and figures)

Contract No.

and date of Contract

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE PRINCIPALS AND SURETY

above mentioned are held and firmly bound unto the Municipal Commissioner, AMC, Ahmedabad, owner of the work of **Laying of Water Supply Distribution Network and Providing and Laying Sewerage Network in Different Chawls/Area with laying of Paver Block and RCC Road in Gomtipur Ward of East Zone in AMC area (Phase-II)** hereinafter called the "employer" in the amount stated for payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents subject to the provisions of which the aforesaid contract on demand and without demand on a claim being made by the "employer".

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principals herein after called contractor viz. have entered into a contract with the Employer numbered and dates as shown above and hereto attached for the execution of work.

NOW THEREFORE, if the principal shall well and truly perform and fulfil all the undertakings, covenants, terms, conditions and agreements, of said contract during the original terms of the said contract and any extensions thereof, they may be granted by the employer with or without notice to the surety and during the life of any guarantee required under the contract and shall also well and truly perform, and fulfil all the undertakings, contract, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived or shall pay over, make good and reimburse to the employer all losses and damages which the employer may sustain by reason of failure or default on the part of said principal so to do.

We _____ further agree that guarantee herein contained shall remain in full force and affect during the period that would be taken for the validity _____ of the said contract and that it shall continue to be enforceable till all the dues of the employer under or by virtue of the contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the contract have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

IN WITNESS WHEREOF the above bounded parties have executed this instrument under their several on the date indicated above the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of witness

	Individual	Principal
1.	as to	(Seal)
2.	as to	(Seal)
3.	as to	(Seal)
4.	as to	(Seal)

Affix

By

Corporate

Seal

Attested

Corporate Surety

Business Address

Affix

By

Corporate



Seal

Title

For and on behalf of the employer

AHMEDABAD MUNICIPAL CORPORATION

A.4.24. LIST OF APPROVED BANKS

	અમદાવાદ મ્યુનિસિપલ કોર્પોરેશન નાણાંખાતું, બી-બ્લોક, પહેલો માળ, સરદાર પટેલ ભવન, દાણાપીઠ, અમદાવાદ.	 આઝાદી કા અમૃત મહોત્સવ
બેંક ગેરંટી સરક્યુલર		
નાણાં ખાતું સરક્યુલર નં.: - ૦૬ તા.: - ૧૨/૦૫/૨૦૨૫		

બેંક ગેરંટી સરક્યુલર

સંદર્ભ:- નાણાં ખાતાના સરક્યુલર નં. ૪૮ તા.૨૯/૦૧/૨૦૧૨,૫૮ તા.૧૬/૦૩/૨૦૧૨,૧૪ તા.૦૪/૦૬/૨૦૧૩, ૦૩ તા.૧૩/૦૫/૨૦૧૪, ૨૧ તા.૨૯/૦૫/૨૦૧૫, ૫૬ તા.૧૯/૦૮/૨૦૧૬, ૧૮ તા.૨૩/૦૫/૨૦૧૭, ૧૮ તા.૨૯/૦૫/૨૦૧૮, ૧૨તા.૨૨/૦૭/૨૦૧૯,૨૬ તા.૨૫/૧૧/૨૦૧૯ ,૨૧તા.૧૯/૦૬/૨૦૨૦,૪૦ તા.૦૫/૧૧/૨૦૨૦,૧૨ તા.૧૪/૦૮/૨૦૨૧,૨૩ તા. ૨૦/૦૮/૨૦૨૧ , ૪૧ તા.૦૮/૦૨/૨૦૨૨, ૦૩ તા.૨૮/૦૪/૨૦૨૪, તથા ૧૦ તા. ૦૫/૦૮/૨૦૨૪

આથી તમામ ખાતાના વડા અધિકારીશ્રીઓ/એકાઉન્ટશ્રી તથા બિલકલાર્કશ્રીને જણાવવામાં આવે છે કે, સિક્યુરિટી ડીપોઝીટ તેમજ અર્નેસ્ટમની ડીપોઝીટ સ્વીકારવા બાબતે રાજ્ય સરકારશ્રી દ્વારા મંજૂર થયેલ બેંકોની યાદીમાં નાણાં વિભાગના જી.આર. નં. **FD/MSM/e-file/4/2024/4020/2859 D.M.O. Date: 01/05/2025** મુજબ સુધારો કરી નવી યાદી બહાર પાડવામાં આવેલ છે.

રાજ્ય સરકારશ્રીના નાણા વિભાગનાં જી.આર. નં. **FD/MSM/e-file/4/2023/4020 / 2859 D.M.O. Date: 01/05/2025** દ્વારા સિક્યુરિટી ડીપોઝીટ તેમજ અર્નેસ્ટમની ડીપોઝીટ માટે મંજૂર થયેલ બેંકોની યાદી અંગે ડે.મ્યુનિ.કમિશનરશ્રી(નાણાં)ની મળેલ મંજૂરી ઠ.નં ૩૯ તા ૧૨/૦૫/૨૦૨૫ મુજબના સદરહુ પરિપત્ર પ્રસિધ્ધ થયા તારીખ બાદથી તા.૩૧/૦૩/૨૦૨૬ સુધી અથવા રાજ્ય સરકારશ્રી દ્વારા આ બાબતે અન્ય જી.આર પ્રસિદ્ધ કરવામાં આવે ત્યાં સુધી એનેક્સર-1 માં જણાવેલ બેંકોની બેંકગેરંટી સીક્યુરિટી ડીપોઝીટ તથા ઈ.એમ.ડી. સ્વરૂપમાં સ્વીકારવામાં આવશે.

અમદાવાદ મ્યુનિસિપલ કોર્પોરેશનના તમામ ખાતાઓ દ્વારા મેળવવામાં / સ્વીકારવામાં આવતી બેંક ગેરંટીની ઓથેન્ટીસીટીની અધિકૃત ચકાસણી કરીને / કરાવીને જરૂરિયાત મુજબના કન્ટ્રોલ પ્રોસીજર સેટઅપ કરવાના રહેશે. તેમજ સરકારશ્રીના જી.આર અન્વયે ડે. મ્યુનિસિપલ કમિશનરશ્રી (ફાયનાન્સ) ની મળેલ મંજૂરી મુજબ માત્ર અમદાવાદ શહેરની તથા અમદાવાદ સિવાયના અન્ય શહેરની હોય અને તે બેંક ગેરંટી અમદાવાદ સ્થિત સંબંધિત બેંકની શાખા દ્વારા અધિકૃત કરાયેલ હોય તો નીચે જણાવેલ બેંકોની શાખાઓની બેંક ગેરંટી સ્વીકારવામાં આવશે. નાણાંખાતા દ્વારા ઉપરોક્ત સંદર્ભમાં જણાવેલ પરિપત્રોની અન્ય તમામ શરતો યથાવત રહેશે.

ANNEXURE – I

A. Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.

❖ **All nationalized Banks**

B. Guarantees issued by following banks will be accepted as SD/EMD for the period up to March- 31, 2026. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

1. Commercial Banks :-

1. Axis Bank
2. A U Small Finance Bank
3. Bandhan Bank
4. Barclays Bank
5. City Union Bank
6. CSB Bank
7. DBS Bank India Limited
8. DCB Bank
9. Equitas Small Finance Bank
10. ESAF Small Finance Bank
11. Federal Bank

- 12.HDFC Bank
- 13.HSBC Bank
- 14.ICICI Bank
- 15.IDBI Bank
- 16.IDFC First Bank
- 17.Jammu and Kashmir Bank
- 18.Jana Small Finance Bank
- 19.Karnataka Bank
- 20.Karur Vysya Bank
- 21.Kotak Mahindra Bank
22. South Indian Bank
23. Standard Chartered Bank
- 24.Tamilnadu Mercantile Bank
- 25.Utkarsh Small Finance Bank
- 26. YES Bank**

2. Co-operative and Rural Banks Of Gujarat :-

1. The Ahmedabad Mercantile Co-operative Bank Limited
2. Nutan nagrik Sahakari Bank Limited
3. Rajkot Nagarik Sahakari Bank Limited
4. Saraswat Co-operative Bank
5. SBPP Co-operative Bank
6. SVC Co-operative Bank
7. The Cosmos co-opretive Bank
8. The Gujarat State Co-Operative Bank
9. The Mehsana Urban Co-operative Bank Limited
10. The Surat District Co-operative Bank
11. The Surat Peoples Co-operative Bank
12. The Kalupur Commerical Co-operative Bank Limited
13. The Panchmahal District Co-operative Bank
14. The Baroda District Co-operative Bank
- 15.Baroda Gujarat Gramin Bank
- 16.Saurashtra Gramin Bank**

ચીફ એકાઉન્ટન્ટ

A-5 : QUALIFICATION CRITERIA FOR TENDERERS

SECTION : A-5

A.5.1 Eligibility Criteria

- A.5.1.1 Qualification will be based on meeting all the following minimum pass/fail criteria regarding the bidder's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the bidder's responses in the forms attached. The bidder should be registered in '**AA**' class with AMC, State and Central Government and other Corporations / Boards. The AMC reserves the right to waive minor deviations, if they do not materially affect the capability of a bidder to perform the contract. Sub-contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

A.5.2 General Experience

- A.5.2.1 The bidder shall meet with following minimum criteria:
- i) The bidders shall have the financial capability and having annual average turn over for last 3 years should be minimum 30% of the estimated cost.
 - ii) Experience of having successfully completed similar works (Providing and Laying Water Supply & Sewerage Network) in last 7 (seven) years as under:-
 - a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. Or
 - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. Or
 - c. One similar completed works each costing not less than the amount equal to 80% of the estimated cost.

A.5.3 Financial Position

- A.5.3.1 The audited balance sheets for the last three years should be submitted and must demonstrate the soundness of the bidder's financial position, showing profitability.

A.5.4 Litigation History

- A.5.4.1 The bidder should provide **accurate information on any litigation history or arbitration resulting from contracts completed or under execution by him over the last ten years.** This should also include such cases, which are in process/progress. A consistent history of awards against the bidder or any partner of a joint venture may result in failure of the bid. In case the bidder has not provided such information and has come to the notice of the Authority, the **tender will be rejected at whatsoever stage and in such case all the losses that will**

arise out of this issue will be recovered from the tenderer/contractor and he will not have any defense for the same.

A.5.5 Solvency Certificate

A.5.5.1 Solvency Certificate of an amount 20 % of the tender estimated cost shall be enclosed with technical bid. Bank Solvency shall not be older than one-year period as on the last day of the month previous to the one in which Tender are invited. **If he fails to produce such certificate his tender will not be considered.**

A.5.6 Bidding Capacity

A.5.6.1 Assessed Available Bid Capacity = $(2AN - B)$, where.

A = Maximum value of sum of all the contracts executed in any one year during last three years (updated to the current price level) which will take into account the completed as well as work in progress:

B = Value of the existing commitments and on-going works to be completed during the next 2.5 years and

N = Number of years prescribed for completion of the works for which the 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, of the firm or the relevant division/department of the firm, not below the rank of Manager / Chief Engineer / Executive Engineer. In the case of a joint venture, reference A and B would be determined based on details pertaining to such partners who propose to undertake physical execution of works and in proportion to their participation in the joint venture. The bidding capacity as described above is represented as schedule No. B.6.7 of section B (Volume – I).

The available bid capacity should be greater than the cost put to tender.

A.5.6.2 Even though the bidders meet the above criteria, **they are subject to be rejected, if they have :**

- made misleading or false representation in the form, statements and attachments submitted, and / or
- record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

A.5.7 Personnel

- A.5.7.1 The Bidder must have suitably qualified personnel, to fill the following positions. The Bidder will supply information on a prime candidate and an alternate for each position, both of whom should meet the experience requirements specified below. The staff shall work full time at site.

Position	Nos.	Total Experience (Years)	In similar works (Years)	As Construction Manager of Similar Works (Years)
Construction Manager (Pipe line work)	2	5	2	1
Supervisor	4	5	2	

A.5.8 Equipment

- A.5.8.1 The Bidder should have own, or have assured access to (through hire, lease, purchase agreement, availability of manufacturing capacity or other means), the following key items of equipment in full working order, and must demonstrate that, based on known commitments, they will be available for use in the proposed contract. The Bidder may also list alternative equipment which he would propose for the Contract, together with an explanation of the proposal.

The bidder should have the equipment such as excavator, trucks, dewatering pumps, Compactor, concrete mixers etc. as per Project requirement and as per site condition.

Signature of Contractor

Addl. City Engineer (East Zone)

Name :

Ahmedabad Municipal Corporation

Company's seal :

Date :

Date

SECTION : B

- B-1 : SPECIAL INSTRUCTIONS TO TENDERERS**
- B-2 : GENERAL CONDITIONS OF CONTRACT**
- B-3 : SCHEDULE – ‘B’**
- B-4 : GENERAL INSTRUCTIONS**
- B-5 : ANNEXURES**
- B-6 : SCHEDULES**

SECTION - B : GENERAL CONDITIONS OF CONTRACT

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B-1 : SPECIAL INSTRUCTIONS TO TENDERERS (FORM B-2)

SECTION : B-1

AHMEDABAD MUNICIPAL CORPORATION

Percentage Rate Tender and Contract for Works

Name of Work : Laying of Water Supply Distribution Network and Providing and Laying Sewerage Network in Different Chawls/Area with laying of Paver Block and RCC Road in Gomitpur Ward of East Zone in AMC area (Phase-II)

Division : AMC (East Zone)

Tender issued on : Last date of acceptance of tender online: Dt. 13/07/2026 upto 18:00 hours

Issued to :

Opened by :

Date :

Additional City Engineer (East Zone)

B.1.1 NOTICE INVITING TENDERS

1. Tenders are invited for and on behalf of Municipal Commissioner (AMC) for **Laying of Water Supply Distribution Network and Providing and Laying Sewerage Network in Different Chawls/Area with laying of Paver Block and RCC Road in Gomtipur Ward of East Zone in AMC area (Phase-II)**
2. The works are required to be completed within **30 (Thirty)** months including monsoon period as per the terms of the contract conditions.
3. The Contractors whose names are borne of the approved list of Contractors with AMC, State and Central Government and other Corporation and Boards in ‘AA’ and above class and above will be permitted to tender. Not more than one tender shall be submitted by a Contractor or by a firm of Contractors. No two or more concerns in which an individual is interested as a proprietor/or partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
4. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents, samples, site etc., whether he inspects them or not.
5. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plant etc., will be issued to him by Government and local conditions and other factors bearing on the execution of the works.
6. A tenderer should quote in figures as well as in words the percentage of rate tendered. The amount should be worked out and the requisite total given.
7. Percentage shall be quoted online.
8. The tender for the works shall not be witnessed by a Contractor or Contractors who himself/themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering, as well as of those witnessing the tender, liable to rejection.
9. Tender shall be received online as explained earlier.
10. The tender shall be accompanied by earnest money of **Rs. 22,78,110/-** by Demand Draft / Bank Guarantee issued in favour of Ahmedabad Municipal Corporation by a scheduled bank or from banks as per the list attached of approved banks of Ahmedabad Municipal Corporation the amount being credited to Ahmedabad Municipal Corporation.
11. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice and tender documents, failing which, the tender will be liable to be rejected.

12. The Ahmedabad Municipal Corporation does not bind himself to accept the lowest or any tender or to give any reasons for his decision.
13. This notice of tender shall form part of the contract documents.

For and on behalf of Ahmedabad Municipal Corporation

Date.....

Signature.....

Designation.....

B.1.2 ADDITIONAL INSTRUCTIONS TO PERSONS TENDERING

1. Competency of Tenderer –

No contract will be awarded except to responsible bidders capable of performing the class of work contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within the time stipulated. Contractor may be required to furnish the corporation with the statement as to their experience and their financial status.

2. Tenderer will be deemed to have inspected the site and to have satisfied himself as to the nature of all works, all existing roads, water-way and other means of communication and access to and from the site and work and the building that may be required for temporary purpose in connection with the construction, completion and maintenance of the works and must make his own enquiries as to work, yard sites and depot, and dumps and as to acquisition of such additional sites and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works.

- 2.1 The tenders shall be received under “Registered Post or Speed Post or Courier or Hand Delivery.

- (i) Late tenders (i.e. tender received after the specified time of opening), delayed tenders (i.e. tenders received before the time of opening but after due date and time of receipt of tenders) and post tender offers shall not be opened and considered at all.
- (ii) The tenders received (by registered post) after the time and the date specified in the tender notice shall not be received by the concerned office from the postmen, for which, date and time may be recorded on the cover of the tender as to when tender was refused by the Assistant Manager or the Administrative Head or any other person in charge.
- (iii) Necessary records should be maintained for refusal of such tenders in the registers for receiving tenders and should be initialled by the Addl. City Engineer (East Zone)

3. Payment -

The tenderer must understand clearly that the percentage rates quoted are for completed works and include all costs due to labour, scaffolding plant, supervision, service work, power, taxes, royalties and octroi etc. and to include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/rates quoted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground of misrepresentation or on the ground that he was supplied with information given by any person (whether the member is the employee of Ahmedabad Municipal Corporation or not). Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the percentage rates therein shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.

4. Tender Forms –

Every 'blank' in the form of tender and in the schedule must be filled up by the tenderer and must return the document sent herewith.

5. Erasures -

Persons tendering are informed that no erasures or alterations by them in the text of the document sent herewith will be allowed and any such erasures or alterations will be disregarded. If there is any error in writing, no overwriting should be done, the wrong word or a figure should be struck out and the correct one written above or near it in unambiguous way. Each correction should be initialled.

Contractors to Please Read This Carefully:

1. The Percentage in **Schedule 'B'** must be given in words and figures. Amount thus worked out must also be entered in column.
2. If the tender is taken in favour of the company, a power of attorney in favour of the person who may have signed the tender for the company must accompany the tender.
3. Solvency Certificate of an amount 20 % of the tender estimated cost shall be enclosed with technical bid. Bank Solvency shall not be older than one-year period as on the last day of the month previous to the one in which Tender are invited. **If he fails to produce such certificate his tender will not be considered.**
4. Challan for earnest money of **Rs. 22,78,110/-** must accompany the tender. The amount of earnest money can be offered by the contractor, at his choice, in the form of Bank Guarantee/Demand Draft of the scheduled bank or from banks as per the list attached of approved banks by Ahmedabad Municipal Corporation.

If the contractor do not turn up to pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him amount acceptance of his offer, the earnest money paid for this work will be forfeited and his registration will be held in abeyance for three years.

B.1.3 DECLARATION FORM

- (i) I / We hereby declare that I / We have visited the site and fully acquainted myself / ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this tender.
- (ii) I / We hereby declare that I / We carefully studied the conditions of contract, specifications and other documents of this work and agree to execute the same accordingly.

Declaration Certificate

- (iii) I / We hereby declare that my / our near relatives are not working in Ahmedabad Municipal Corporation as an Additional City Engineer, Dy. City Engineer, Assistant City Engineer, Assistant Engineer, Additional Assistant Engineer, Supervisor, Overseer, Divisional Accountant, Store Keeper, Manager as on today.

B.1.4 GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

- 1.0 All works proposed to be executed by the contractor shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Addl. City Engineer (East Zone) and signed by him.

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

Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Ahmedabad Municipal Corporation, such specifications with designs and drawings shall form part of the accepted tender.

- 2.0 In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in event of the absence of any partner it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so. Details of partners will be furnished in Annexure – 1 along with the copy of partnership deed.
- 3.0 Receipts for payment made on account of any work, when executed by a firm, shall also be signed by all the partners except where the contractors are described in their tender as a firm in which case the receipts shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
- 4.0 Tender will be submitted online.
- (a) All preliminary & technical details required online shall be submitted. The other documents required in hard copy shall be submitted to AMC in sealed envelope before prescribed date.
 - (b) If any price bid contains any conditions the same shall have to be rejected outright. Document of payment of earnest money or exemption certificate should accompany the technical bid cover.
 - (c) The technical bids in sealed cover duly completed as above should be submitted by the “Registered post Acknowledgement Due or by Speed Post
 - (d) The bidders shall clearly indicate deviations (s) from specifications or the tender conditions very explicitly in the appropriate section and submit a copy of the same with the technical bid. It should be very clearly understood by all tenderers that the technical bid should be restricted only to technical matters and stipulations of conditions, if any, by tenderer having financial

implications. The prices of main tender should not be disclosed in the technical bid.

- (e) The technical bid will be opened first in the presence of those bidders who remain present. The time and date of opening of price bids will be determined by the officer who opens the tender, and the same will be intimated to the bidders, if required after the technical bid proposals are opened and analysed and all clarifications / price variations, if any, obtained.
- (f) The conditions specified in technical bid should invariably be accompanied by proper financial evaluation with mode of calculation specifying assumptions, quantities, rate and ceiling amounts for each condition and shall also accompany the information in the form stating (a) Sr. No. (b) description of the condition (c) financial evaluation (vide R & B D.G.R. No. / TNC / 7777 / 281-C dated 30-09-92 (d) ceiling amount to be added in price bid, on case condition is not accepted.
- (g) Ceiling amounts shall be binding on the contractors and are liable to be added to the tender amount.
- (h) It is necessary that the contractor or his authorised representative remains present at the time of opening of technical bid as specified in (e) above, so that wanting details and clarifications in respect of conditions can be furnished by him or conditions withdrawn on the spot by him. If the technical bid is incomplete in respect of any of the details referred to in sub-clauses 2 (f) above, and the contractor does not furnish the wanting details as required above on the spot in the presence of other bidders after opening the technical bid, the tender would be liable to rejection.
- (i) The evaluation as given by the contractor as modified by tender opening authority with the ceiling limit will then be intimated to all the bidders who remain present and then, if convenient, the price-bid shall be opened on the same day and the combined evaluation of the tender of price bid and the technical bid would be worked out. No further opportunity shall be given to the Contractors to modify / withdraw conditions at that stage as the price bid would be known to all. Ahmedabad Municipal Corporation however, reserves the right to negotiate about the tender (s) further with any or all the contractors. In case the price bids can not be opened on the same day then another date will be intimated to the tenderers as in para (e) above.

5.0 The Addl. City Engineer (East Zone) or his duly authorized. Assistant shall open tenders in the presence of any intending contractors who have submitted tenders or their representatives who may be present at the time and he will enter the amounts of the several tenders in a comparative statement in an suitable form. In the event of a tender being accepted, the contractor shall, thereupon, for the purpose of identification, sign copies of the specifications and other documents mentioned in this tender. In the event of tender being rejected, the Officer shall authorize the Officer concerned to refund the amount of the earnest money deposited, to the contractor making the tender on his giving a receipt for the return of the money.

6.0 The Officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.

- 7.0 No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender of the contract shall be valid and binding on Corporation unless it is signed by the Addl. City Engineer (East Zone)
- 8.0 The memorandum of the work to be tendered for and the schedule of materials to be supplied by Ahmedabad Municipal Corporation and their rates shall be filled in and completed by the office of the Addl. City Engineer (East Zone) before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said officer to have this done before he completes and delivers his tender.
- 9.0 All works shall be measured net by standard measure and according to the rules and customs of the Ahmedabad Municipal Corporation without reference to any local custom.
- 10.0 Under no circumstances shall any contractor be entitled to claim enhanced rate for any items in this contract.
- 11.0 Every contractor shall, unless exempted in writing by the Concerned Engineer, produce alongwith his tender a solvency certificate of his financial ability from the collector of the District within which he resides or a Banker's certificate. If he fails to produce such a certificate his tender will not be considered.
- 12.0 All Corrections and additions or pasted slips should be initialed.
- 13.0 The measurements of work will be taken according to the usual method in use in the Ahmedabad Municipal Corporation and no proposals to adopt alternative methods will be accepted. The Addl. City Engineer (East Zone) decision as to what is 'the usual method in use in the Ahmedabad Municipal Corporation' will be final.
- 13.0-A The Insurance Company's bond will not be accepted against the security deposit.
- 14.0 The contractor shall have to attach to his tender Income – Tax Clearance Certificate to be obtained from the Income-Tax Officer.
- 15.0 The Contractor will have to construct a shed for storing controlled and valuable materials issued to him under Schedule 'A' of the agreement at work-site having double locking arrangement. The materials will then be taken for use in the presence of the AMC person. No materials will be allowed to be removed from the site of work.
- 16.0 No foreign exchange will be released by the Corporation for the purpose of plant and machinery required for the execution of the work contracted for.
- 17.0 Controlled materials (Essentiality Certificate)
- (b) As regards controlled materials, the Ahmedabad Municipal Corporation will help to arrange for the permit as far as possible and help the Contractor in securing the same. All incidental charges met with in procuring these materials shall be borne by the Contractor himself. Though the Ahmedabad Municipal Corporation will help to arrange for the permit as far as possible and help the

Contractor in obtaining the materials, it shall not accept any responsibility for any delay or loss on account of delay caused to the Contractor while obtaining the same.

- (ii) The contractor shall submit to the Addl. City Engineer (East Zone) on close of every calendar month, the monthly returns in the prescribed forms as to the receipts and actual use of the controlled materials during the month.
 - (i) The contractor shall permit the Addl. City Engineer (East Zone) or his representatives to inspect the stock of the controlled materials stored by him at any time whenever the Addl. City Engineer (East Zone) or his representative(s) so desires (s).
- 18.0 The tender for the work shall remain open for a period of 180 days from the stipulated date of receiving the tenders for this work and that the tenderer shall not be allowed to withdraw or modify the offer on his own after handing over the tender to the postal authorities for dispatch during this period. If any tenderer withdraws or makes any modifications, or additions in the terms and conditions of this tender not acceptable to the Ahmedabad Municipal Corporation then the Corporation shall, without prejudice to any right remedy, be at liberty to forfeit in full the said earnest money absolutely. In this connection G. R. R. and BD No. TNC-IIB-22-(10)-C dated 14-8-90 should be referred to.
- 19.0 The contractor shall employ only such labourer who shall produce a valid certificate of having been vaccinated against small pox within a period of last three years.
- 20.0
- (1) If the members of Labour Co-operative Societies do not work themselves and obtain commission by subletting the work, as a whole or by dividing work in groups and give work to piece workers, the very purpose of the scheme would be defeated. Therefore the Labour Co-operative Societies will not sublet the work and the work will be executed by the member labourers of the society
 - (2) In case where the works required to be carried out by the labourers other than the members of the Labour Co-operative Societies with the man days more than 25% prior permission of the Addl. City Engineer (East Zone) will be necessary.
 - (3) The Labour Co-operative Societies shall have to allow the officers of the Corporation to examine for audit purpose the muster rolls as and when required.
 - (4) Labour Co-operative Societies shall have to submit a quarterly return stating the monthly attendance of man days on the muster rolls of member labours on each work to the Addl. City Engineer (East Zone)
 - (5) If the Labour Co-operative Society is found violating the terms and conditions mentioned above the labour Co-operative Society will be liable for the cancellation of work contract and or registration as decided by the Addl. City Engineer (East Zone)
- 21.0 Immediately after issue of the work order for the said works the contract shall display the board showing brief details of the specifications on the site of work (R & B D Gr. No. TNC-1090 – 24- 3 dated 18-11-1991.
- 22.0 The buildings under the contract will not be occupied by the contractor for use of the labourers, staff or for any other purpose. In case of breach of this condition market rent will be recovered for the area unauthorisedly occupied.

B.1.5 TENDER FOR WORKS

I/We hereby tender for the execution for the Ahmedabad Municipal Corporation (hereinbefore and hereinafter referred to as Corporation) of the work specified in the under written memorandum within the time specified in such memorandum at tendered percentage rates entered in Schedule 'B' (memorandum showing item of works to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in this tender and in Clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by Corporation, such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

B.1.6 MEMORANDUM

1. Name of Work : Invitation of tenders (Two bid system) for **Laying of Water Supply Distribution Network and Providing and Laying Sewerage Network in Different Chawls/Area with laying of Paver Block and RCC Road in Gomtipur Ward of East Zone in AMC area (Phase-II)**
2. Earnest Money : **Rs. 22,78,110/-**
3. Validity Period : 120 Days from the last date of Opening of Price Bid
4. Security Deposit : 5% of the contract value in the form of Bank Guarantee / Demand Draft Bank guarantee shall be issued from Ahmedabad Branch Only as per para A.4.24 .
5. Time – Limit : **30 (Thirty) Months** including of monsoon period

If the site is not cleared to start the work. The time limit will be consider from the date of possession given to start the work.

Delay due to Client Reason.
6. (i) Last date of submission of the tender online : **Dt. 13/07/2026 up to 18.00 hours**

ii) Mode of Sending : a) up to date: Dt. **14/07/2026** (document fees, EMD and other documents to be submitted in hard copy person / RPAD / speed post./ Courier up to **16.00** hrs.)

- iii) Description essential to be made on sealed cover :
- a) Name and No. of Work.
- b) Date of receiving tender by corporations.
- iv) Mode of quoting rates in Schedule of rates :
- Percentage in figures as well as in words.

Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms and provision of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeit and pay to Corporation in Office the sums of money mentioned in the said conditions.

(Receipt No _____ dated _____ from the Ahmedabad Municipal Corporation office _____ in respect of sum of Rs.* _____ is forwarded herewith representing the earnest money + (a) the full value of which is to absolutely for fitted to Ahmedabad Municipal Corporation should I/We do not deposit the full amount of security deposit in the above memorandum in accordance with Clauses 1(A) of the said conditions, otherwise the said sum of Rs. _____ shall be refunded.)

Contractor x

Dated theday of2026

(Witness)

Address.....

(Occupation)

The tender is hereby accepted by me on behalf of the Ahmedabad Municipal Corporation.

Dated the _____ day of _____ 2026

Addl. City Engineer (East Zone) (or his duly authorized Assistant).....Division

+ strike out (a) if no cash security deposit is to be taken
x Signature of the Contractor before submission of tender.
* Amount to be specified in words and figures

B-2 : GENERAL CONDITIONS OF CONTRACT

SECTION : B-2

TERMS & CONDITIONS OF CONTRACT

B.2.1 Clause - 1 : Security Deposit

The person / persons whose tender may be accepted (here-in-after called the 'Contractor' which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees) shall (within one day for a contract of Rs. 1,000 or less or 2 days for a contract of more than Rs. 1,000 but less than Rs. 2,000 and so on upto a limit of ten days which can be extended upto 15 days by the Concerned Dy. Municipal Commissioner, if he thinks it fit to do so for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender), deposit with the Municipal Commissioner in cash or Corporation securities endorsed to the Municipal Commissioner. Provided always that in the event of the Contractor depositing a lumpsum by way of security deposit as contemplated above, then and in such case, if the sum so deposited shall not amount to 5 percent of the total contract value of the work, it shall be lawful for Municipal Corporation at the time of making any payment to the Contractor for work done under the contract to make up the full amount of 5 percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the Contractor to Municipal Corporation under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or any sums which may be due or may become due by Municipal Corporation to the Contractor 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 any sum or sums which may have been deducted from or realized by sale of his security deposit 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 the depositor has expressly desired this in writing.

If the amount of the security deposit to be paid in a lump within a period specified above is not paid, the tender / contract already accepted shall be considered as canceled and legal steps shall be taken against the contractor for recovery of the amounts. Security Deposit shall be converted into the Performance Guarantee Bond Valid for the entire defect liability period to be executed by the contractor after completion of the work and certificate of completion issued by Engineer that effect after deducting therefrom the amount of expenses if any due to Municipal Corporation under this agreement.

B.2.2 Clause - 2 : Liquidated damages for delay

- (i) If the Contractor fails to complete the work under contract by the stipulated date, he shall pay liquidated damages of 10% of the remaining value of work

from the date of delaying the said work upto the date of completion and handing over to the Ahmedabad Municipal Corporation.

- ~~(ii) However also if the Contractor fails to complete any part of the work as designated in schedule (c) by the time indicated against such parts, he shall pay Liquidated damages from the date of delaying the said part of the work up to the date of completion of the said designated part at the rates shown in the said schedule of the remaining work value of such part for such failure till the said designated part is completed.~~
- ~~(iii) The aggregate maximum of liquidated damages payable under clause No. 2 shall not exceed 10 (ten) percentage of the remaining amount of tender work.~~
- (iv) Delays for requiring payment of ten percentage liquidated damages of the remaining amount of tender work for performance shall be sufficient for termination of contract and forfeiture of security deposit including amount of performance bond in respect of works estimated to cost more than Rs. 15 lacs of performance and registration of the contractor shall also be kept in abeyance for three years from the date as fixed on all cases.
- (v) Further to above, AMC may take actions such as recovery by revenue ways and / or else. Black listing the Contractor permanently and will inform all other Govt. / Semi Govt. / Corporations / boards / Municipalities / Nagarpalika departments.
- (vi) If the contractor has gone against AMC for litigation or Arbitration for any reasons whatsoever, the contractor will not be considered for the works after that date i.e. contractor will be disqualified for the works after that date. Before proceeding for Black listing the contractor, AMC may consult Legal Department of AMC.

B.2.3 Clause - 3 : Default by Contractor :

If the Contractor shall neglect or fails to proceed with the work with due diligence or if he violates any of the provision of the Contract, the Engineer-in-Charge shall give the Contractor a notice, identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that it is given under the provision of this clause. After service of such notice, the Contractor shall not remove any plant, equipments and materials from the site. The Ahmedabad Municipal Corporation shall have a lien on all such plant, equipments and materials from the date of such notice till the said deficiencies have been corrected as mentioned in the said notice.

If the Contractor fails to take satisfactory corrective action within ten days after receipt of such notice, the Engineer-in-charge on behalf of Ahmedabad Municipal Corporation shall terminate the contract in whole. In case, the entire contract is terminated, the amount of security deposit and performance bond if any together with the value of the work done but not paid for, shall stand forfeited to the Ahmedabad Municipal Corporation. The plants equipment and material held under this clause shall then be at the disposal of the Ahmedabad Municipal Corporation to recover the amount equivalent to the liquidated damages and registration of the Contractor shall be kept in abeyance for three years from the date as fixed in all such cases.

The Engineer-in-Charge if necessary shall direct that a part or the whole of such plant, equipment and material be removed from the site within a stipulated period. If the Contractor fails to do so, the Engineer-in-Charge shall cause them or any part of them to be sold holding the net proceeds of such sale to the credit of the Contractor. After settlement of accounts, the lien by the Ahmedabad Municipal Corporation on the Contractors remaining plant, equipments and balances of materials shall be released.

Termination of the contract in whole shall be adequate authority for the Engineer-in-Charge to demand discharge of the obligations from the guarantors of the security for the performance.

- B.2.4 **Clause – 4 :** If the progress of any particular portion of the work under Contract is unsatisfactory, the Engineer-in-Charge shall, notwithstanding that the general progress of the work is satisfactory, in accordance with clause 2, be entitled to take necessary action under Clause 3, after giving the Contractor ten day's notice in writing and the Contractor shall have no claim whatsoever for any compensation for any loss caused to him due to such action.

(Clause 1,2,3 and 4 are substituted vide GR No. TNC – 1091/IB-10/(11)-C, dated 15-10-91 & modified by GR dated 29-10-91) and GR No. TNC-1088/1B/18/(B) –C dated 31-8-94 and No. TNC /10 / 2002/14-C dated 28-4-2003.

- B.2.5 **Clause – 5 :** In any case in which any of powers conferred upon the Engineer-in-Charge by clause 3 hereof shall have become exercisable and the same shall not have been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable at any future date.

Clause 5(i) : Valuation at date of forfeiture

The owner shall as soon as may be practicable after his entry consequent upon the expulsion of the Contractor fix and determine expert or by or after reference to the parties or after such investigations or inquiries as he may think fit to take or institute and shall certify what amount (if any) which had at the time of such entry and expulsion become reasonably due to the Contractor in respect of work then actually done by him under the contract including the value of any unused or partially used materials, any constructional plant and any temporary works which are taken over by owner under his exclusive rights.

Clause 5(ii) : Payment after Forfeiture

If purchaser shall enter and expel the Contractor under this clause, he shall not be able to pay the Contractor any money on account of the contract as determined as per the foregoing para together with the Contractor other dues until the expiry of the defects liability period and there after until the costs of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by Purchaser have been ascertained and the amount thereof certified by the Architect, the Contractor shall then be entitled to receive only such sum of

sums, (if any) as owner may certify. But if such amount due from the contractor exceeds the sum payable to the Contractor, the Contractor shall upon demand pay to Purchaser the amount of such excess and it shall be deemed as debt due by the contractor to Purchaser and shall be recoverable accordingly.

Clause 5(iii) : If the Contractor dies

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies owner shall have option of terminating the contract without any compensation to the Contractor.

Clause 5(iv) : Insolvency and breach of contract

The AMC may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events:

- a) If the contractor, a firm or any partner thereof, shall be at the time adjusted insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceedings for composition under any insolvency act for the time being in force to make any conveyance or assignment of his assets or enter into any arrangement or composition with his creditors or suspend of payment if the firm is dissolved under the partnership Act.
- b) If the contractor being a company is wound up voluntarily by the order of a court or receiver, liquidator or Manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitled the court or Debenture holders to appoint a receiver liquidator or Manager.
- c) If the contractor commits any breach of the contract not herein specifically provided any right of action or remedy which shall have occurred or shall occur thereafter and provided also the contractors be liable to pay the AMC for any extra expenditure he is thereby put to and the contractor shall under no circumstances be entitled to any gain in repurchase.

B.2.5A Clause – 5A : In the event of the Engineer-in-Charge taking action under Clause 3, he may, if he so desires, take possession of all or any tools, plants, machineries, materials and stores in or upon the work or the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof, by paying or allowing for the same in account at the contract rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable to current market rates where ascertainable of similar articles and comparable condition, to be certified by the Engineer-in-Charge. In the alternative the Engineer-in-Charge may by notice in writing to the Contractor or his clerk of the works, foreman or other authorised agent, require him to remove such tools, plants, machineries, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the Contractor's expense or shall remove them by auction or private sale at the risk and cost of the Contractor in all respect, and the

certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such removal shall be final and conclusive against the Contractor.

B.2.6 Clause - 6 : Extension of time : If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Concerned Dy. Municipal Commissioner before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date of which he was hindered whichever is earlier Concerned Dy. Municipal Commissioner may, in his opinion, believe that there are reasonable grounds for granting an extension, grant such extension, as he thinks necessary or proper. The decision of the Concerned Dy. Municipal Commissioner in this matter shall be final.

B.2.7 Clause – 7 : As soon as the work is completed, the Contractor shall give a notice of such completion to the Engineer-in-Charge and on receipt of such notice, the Engineer-in-Charge shall inspect the work, and if he is satisfied that the work is completed in all respects then: –

- (i) For all works costing upto Rs. 50 lakhs (amount put to tender), the final measurements shall be recorded within 45 days from the date of physical completion of the work and the final bill shall be prepared within 45 days from the date of recording final measurements. The completion certificate shall be issued within one month from the date of final measurements subject to the Contractor fulfilling his obligation as provided in the contract and subject to the work being complete in all respect.
- (ii) In respect of works costing more than Rs. 50 lakhs (amount put to tender), the final measurements shall be recorded within 75 days from the date of physical completion of the work and the final bill shall be prepared within 75 days from the date of final measurements subject to the Contractor fulfilling his obligation as provided in the contract and subject to the work being complete in all respects.

When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificate for such items or groups of items.

No certificate of completion shall be issued nor shall the work be considered to be complete till the contractor shall have removed from the premises, on which the work has been executed, all scaffoldings, sheds and surplus materials, except such, as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor for the workmen and cleared all dirt from all parts of the building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution thereof and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastenings, labeled keys clearly and handed them over to the Engineer-in-Charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-Charge. If the Contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of the work, the

Engineer-in-Charge may, at the expense of the Contractor, fulfill such requirements and dispose of the scaffolding, or surplus materials and rubbish materials except for any sum actually realised by the sale thereof less the cost of fulfilling the requirement and any other amount that may be due from the Contractor. If the expenses of fulfilling such requirement pay such excess. The Engineer-in-Charge shall also have the rights to adjust the amount of excess against any amounts that may be payable to the Contractor.

B.2.8 Clause – 8 : No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the said 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 and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. All such intermediate payments shall be regarded as payments 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 from requiring bad, unsound, imperfect or unskilled work to be removed and 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 if any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of 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.

B.2.9 Clause – 9 : The rates for items of works shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are accepted as not so completed, the Engineer-in-Charge may make payment on account of such items at such reduced rates as he may considered reasonable in preparation of final or on account bill.

B.2.10 Clause – 10 : Bills to be submitted monthly

For the works costing above Rs. 10,00,000 payment will be made once in a month. However, another payment will be made as desired by contractor and as agreed by AMC.

B.2.11 Clause – 11 : The Contractor shall submit all the 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 agreement or at the part/reduced rates subject to the approval by the Engineer-in-Charge in the case of items not completed/executed as per agreements 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 rate hereinafter provided for such work.

B.2.12 Clause – 12 : If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the Departmental Store of Ahmedabad Municipal Corporation or if it is required that the Contractor shall use

certain stores to be provided by the Engineer-in-Charge (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the Contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum herein annexed) the Contractor shall be supplied with materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum then deposit, 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 deposit is held in Ahmedabad Municipal Corporation securities/Bank Guarantee/ Cash/ Bank Draft 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 Ahmedabad Municipal Corporation and shall, on no account, be removed from the site of the work, and shall at all time, be open to inspection by the Engineer-in-Charge. Any such materials, unused and in perfectly good condition at the time of completion or termination of the contract, shall be returned to the Departmental store if the Engineer-in-Charge so requires by a notice in writing given under his hand, but the Contractor shall not be entitled to return any such materials except with the consent in writing of the Engineer-in-Charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

For materials provided in Schedule-A and consumed in excess quantities, the rates provided in Schedule – A shall be increased / decreased corresponding to the increase/decrease in the new rate payable for excess quantity as compared to the tender rates. The rate for materials provided in extra items will be the issue rates plus storage charges ruling on the date of issue of such quantity of materials.

B.2.12A Clause – 12A : The Contractor shall be entitled to use the materials supplied by the Corporation only to the extent of quantities of such materials required for execution of the work as per theoretical calculations. The Engineer-in-Charge may, however, on being satisfied that a large quantity of such materials is required for the execution of the work, permit the Contractor to use such larger quantity of the materials. Such permission shall be given in writing.

The Contractor is bound to return in good condition such materials issued in excess of the requirements so worked out or in excess of the quantities so permitted to be used by the Engineer-in-Charge. If the Contractor fails to return such extra materials within a period of 15 days from the date of demand in writing of such materials being made by the Engineer-in-Charge, he shall be charged for the excess materials at double the issue rate for such materials specified in “Schedule A” of the contract Agreement.

B.2.12B Clause – 12B : All stores and materials such as cement, if the total consumption of which exceeds 25 tons, and steel etc, supplied to the Contractor by Ahmedabad Municipal Corporation shall be kept by the Contractor in separate godown provided with a double lock. The key of one of the lock shall remain with the Engineer-in-Charge or his agent. The godown shall be accessible to the Engineer-in-Charge or his agent at all times. No materials shall be allowed to be removed

from the site of the work, and any material required for the execution of the work shall be taken out from the godown only in the presence of a duly authorized agent of the Engineer-in-Charge.

B.2.13 Clause – 13 :

- (1) 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 in other respect in strict accordance with specifications.

The Contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing to the work signed by the Engineer-in-Charge. The design and the drawings shall be lodged in the office of the Engineer-in-Charge to which the Contractor shall be entitled to have access for the purpose of inspection at such office during office hours.

Where the instructions referred to above are not contained in separate letters addressed to the Contractor the same shall be recorded in the work order book, which shall be maintained and kept on the site of the work. The Contractor shall be required to sign such entries in the work-order book in token of having noted the instructions. However, if the Contractor fails to sign the work-order book for any reason whatsoever, the entry of the instructions in the work-order book shall be deemed to be due notice to him of the said instructions. The work-order book shall be open for inspection to the Contractor on the site of the work during office hours.

- (2) The Contractor will be entitled to receive the certified copy of the accepted tender along with the work order free of cost and will also be entitled to receive, on request, two sets of contract and working drawings according to the progress of work, as and when needed, free of cost.
- (3) The several documents forming the contract are essential parts of the contract and a requirement occurring in one is a binding as through occurring in all. They are intended to be mutually explanatory and complementary and to describe and provide for a complete work. Further copies of the contract drawings and working drawings if required by them shall be supplied at a rate of Rs. 2500/- per set of contract drawing for the work and Rs. 500/- per working drawings except where other wise specified.

In the event of any discrepancy in the several documents forming the contract or in any one document, the following order of precedence should apply.

(a) Dimension and quantities :

- (i) Drawings (ii) Schedule B of the Tender form

- (iii) Specifications. On drawings, figured dimensions, unless obviously incorrect, will be followed in preference to scaled dimensions.

(b) Description:

- (i) Schedule – B of the ‘Tender Form’
- (ii) Drawings.
- (ii) Specifications. In the case of defective description or ambiguity, the Engineer-in-Charge is entitled to issue further instructions directing in what manner the work is to be carried out. The Contractor cannot take any advantage of any apparent error or omission in drawings or specifications and the Engineer-in-Charge shall be entitled to make corrections and interpretations as necessary to fulfill the plans and specifications.

B.2.14.1 Clause – 14.1 : The Additional City Engineer (East Zone) shall have power to make any alterations in or addition to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Additional City Engineer (East Zone) and such alteration shall not invalidate the contract and 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 respect on which he agreed to do the main work and at the as are specified in the tender for the main work

B.2.14.2 Clause – 14.2 : Deleted

B.2.14.3 Clause – 14.3 : Deleted

B.2.14.4 Clause – 14.4 : If the additional or alternation work includes any class of work for which no rate is specified in this contract when such class of work shall be carried out at the rate entered in the Schedule of Rates of the Department or, at the rates mutually agreed upon between the Additional City Engineer (East Zone) and Contractor, whichever are lower. If the additional or altered work, for which no rate is entered in the Schedule of Rates of Department 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 Additional City Engineer (East Zone) of the rate, he shall by notice in writing, be at liberty to cancel his order to carryout such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then in such case, he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rate as shall be fixed by the Additional City Engineer (East Zone). In the event of a dispute, the decision of the Concerned Dy. Municipal Commissioner of the Municipal Corporation shall be final.

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

The time limit for the completion of the work shall be extended in the proportion that the increase in the cost occasioned by alteration bears to the cost of the original contract work, and the certificate of the Engineer-in-charges as to such proportion shall be final and conclusive.

B.2.14.5 Clause – 14.5 : Deleted

B.2.15 Clause -15 : No claim to any payment or compensation or for restriction of work : If any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever, require the whole or part of the work, as specified in the tender, be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the Contractor, he shall give notice in writing, stating the fact to the Contractor who shall thereupon suspend or stop the work totally or partially, as the case may be. In any such case, except as provided hereunder, the Contractor shall have no claim to any payment or compensation whatsoever except as provided hereunder on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour required by him. He shall not have also any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

B.2.15A Clause – 15A : The Contractor shall not be entitled to claim any compensation from Municipal Corporation on account of delay by Municipal Corporation in the supply of materials entered in Schedule “A” where such delay is caused by the (i) Non-supply due to short allotment of quota in case materials available under quota regulations (ii) Difficulties relating to the supply of railway wagons (iii) Force majeure (iv) Act of God (v) Act of the country’s enemies or any other reasonable cause beyond the control of Corporation.

In the case of such delay in the supply of materials, Municipal Corporation shall grant such extension of time for the completion of the works as shall appear to the Engineer-in-Charge to be reasonable to accordance with the circumstances of the case. The decision of the Engineer-in-Charge as the extension of time shall be accepted as final by the Contractors. (As modified Vide R & B D.G.R. No. TNC – 1096 – IB – 143 – (16) – C dated 11 – 1 99)

B.2.16 Clause – 16 : Time-Limit for unforeseen claims : The Contractor shall not be entitled to any compensation from Municipal Corporation on any account unless where allowed by the conditions of this contract. In such case, the Contractor shall have to submit a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

B.2.17 Clause – 17 : Action and compensation in case of bad work : If, at any time before the expiry of defects Liability, period, as detailed in Clause 17-A, it shall appear to the Engineer-in-charge or his sub-ordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials or inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of, may have been passed, certified and paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required shall remove the materials or articles so specified in whole or in part and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate of the rectification for every day not exceeding ten days during which the failure so continues, and in the event of any such failure as aforesaid continuing beyond ten days, the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials 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 of materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore,

However, the contractor shall be responsible for normal maintenance of the work till the final bill for the work is prepared by the corporational officer.

B.2.17A Clause – 17A : Defect Liability Period : The Contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. The Engineer-in-charge shall give the Contractor a notice in writing about the defects and the Contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the Contractor, the Engineer-in-charge may rectify or remove or re-execute the work at the risk & cost of the Contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of the security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution. The Defects Liability period shall be as under :-

- (a) for all works costing upto Rs. 50,000/- (amount put to tender) the period shall be 3 months from the certified date of completion.
- (b) for all works more than Rs. 50,000 and upto Rs. 1 crore (amount put to tender) the period shall be 6 months from the certified date of completion or one monsoon, whichever is later.
- (c) for major projects costing more than Rs. 1 Crore, the period shall be 12 months from the certified date of completion which should include one monsoon. For the purpose of deciding the monsoon period the 30th September may be treated as the last date.

- (d) for buildings works, the period specified in (a), (b) or (c) above OR elapse of monsoon period following the certified date of completion, whichever is later. For the purpose of deciding the monsoon period, the 30th September may be treated as the last date.

B.2.17B Clause – 17 B : Maintenance and repairs of the road during guaranteed period : The contractor shall maintain and keep on proper condition and repair, at his cost the surface of the road for 1 year from the date from which the final finishing coat is laid to the satisfaction of the Concerned Dy. Municipal Commissioner. The decision of the Concerned Dy. Municipal Commissioner as to the necessity of repairs to the surface of the road shall be final and binding on the contractor. If the contractor fails to maintain and keep in proper condition and repair the surface of the road during the stipulated period of 1 year, the Concerned Dy. Municipal Commissioner shall be entitled to carry out the necessary repairs departmentally at the cost of the contractor. The decision of the Concerned Dy. Municipal Commissioner as to amount of the expenses incurred in carrying out the repairs shall be final and binding on the contractor. The Concerned Dy. Municipal Commissioner shall be entitled to appropriate the whole or any part of the amount of the security deposit towards the expenses, if any, incurred by him in repairing the surface.

(This will apply to a contract where the works are to be executed by the contractor according to the specifications).

B.2.18 Clause – 18 : Work to be open to inspection Contractor or responsible agent to be present : All works under or in course of execution or executed in pursuance of the contract shall at all times, be open to the inspection and supervision of the Engineer-in-charge and his subordinate and the Contractor shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

Clause – 18 (a) : Employment of a qualified Site Engineer by the Contractor : (Vide G.R.B & CD No. RGN-6090-UO 24 (42)-C, Dated 26-11-90). The Contractor shall employ full-time technically qualified staff during the execution of work as per requirement and as directed by Engineer in charge.

The Engineer so employed for the Municipal Corporation work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with any other duty except of this work.

In case the contractor or a partner of the contractor Firm is a Civil graduate engineer, employment of a separate Engineer will not be necessary provided that the Engineer partner himself attends the execution of the work on site.

B.2.19 **Clause – 19 : Notice to be given before work is covered up :** The Contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work, in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expense and in default thereof, no payment or allowance shall be made for such work or for the materials with which the same was executed.

B.2.20 **Clause – 20 :** If the Contractor or his workmen, or servants shall break, deface injure or destroy any part of the building or work in question or work in question in/on which they may be working or any building, road, fence, enclosure or grass-land or cultivated ground contiguous to the premises on which the work or any part thereof is being executed or if any damage shall be done to the work from any cause whatever before completion of the work or before the completion of the maintenance period whichever is later or any damage occurred / caused due to normal flood or rain or if any imperfections become apparent in it within three months from the grant of a certificate of completion, final or otherwise by the Engineer-in-charge the Contractor shall make good the same at own expenses or in default, the Engineer-in-charge may cause the same to be made good by other contractor and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any sums that may thereafter become due to the contractor or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof.

B.2.20A **Clause – 20A : Force Majeure :** Neither party shall be to liable to the other for any loss or damage occasioned by or arising out of acts of god, and in particular, unprecedented Floods, volcanic eruption, earth quake or other convulsion of nature, and other acts such as but not restricted to general strike, invasion, the act of foreign countries, hostilities or war like operations before or after declaration of war, rebellion, military or usurped power which prevent performance of the contract and which could not have been for seen or avoided by a prudent person.

NOTE : "Unprecedented flood" means the flood crossing the high flood level of the past 50 years which is on the available record. (Modified Vide R & B D.G.R. No. TNC – 1096 – IB –143 – (16) – C dated 11-1-99.

B.2.21 **Clause – 21 : Contractor to supply plant, ladders, scaffolding etc., and is liable for damage arising from non-provision of lights, fencing etc., :** The Contractor shall supply at his own cost all materials (except such special materials if any, as may, in accordance with the contract of be supplied from the Public Works Corporation Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted from and whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for

the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefor to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time, of the work or the materials. Failing this, the same may be provided by the Engineer-in-Charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit, or proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defense of every suit, action or other legal proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and 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 persons.

B.2.21A Clause – 21A : The contractor shall provide suitable scaffolds, working platforms, gangways and stairways and shall comply with the following regulations in connection therewith –

- (a) Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from a ladder or by other means.
- (b)(i) Under the supervision of a competent and responsible person,
- (b)(ii) Appointed by Contractor and by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and all 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 overloaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure 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 workman, 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 platforms, gangways shall –
 - (j) 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.
- (k) In the case of working platforms, gangways, working places and stairways at a height exceeding 3.25 meters.
 - (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - (ii) Every working platform and every gangway shall have adequate width, and
 - (iii) Every working platform, gangway, working place and stairway shall be suitably fenced.
- (l) Every opening in the floor of a building or in working platform shall, except for the time and to the extent required to allow the access of person or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or material.
- (m) When persons are employed on a roof where there is danger of falling from a height exceeding 3.25 meters, suitable precaution shall be taken to prevent the fall of persons or material.
- (n) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- (o) Safe means of access shall be provided to all working platforms and other working places.

B.2.21B Clause – 21B : The Contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him –

- (a) Hoisting machines and tackle, 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 repair and in 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 tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by Engineer-in-Charge.
- (d) Every chain, ring, hock, shackle, swivel and pulley block used in hoisting or lowering materials or as a 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 age of 15 years shall be in control of any hoisting machine, including any scaffold, nor shall give signals to the operator.
- (g) In the case of every hoisting machine and of every chain, ring hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means.
- (h) Every hoisting machine and all gears referred to in preceding regulation shall be plainly marked with the safe working load.
- (i) In the case of hoisting machine having a variable safe working load, each safe working load and 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, gears, transmissions, electric wiring and other dangerous parts of hoisting appliance shall be provided with sufficient safeguards.
- (l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- (m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.

B.2.22 Clause – 22 : Measures for Prevention of Fire : The Contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Engineer-in-charge.

When such permit is given, and also in all cases when destroying cut or dug up tress, bush wood, grass etc., by fire, the Contractor shall take necessary measures to prevent such fire spreading to or other-wise damaging surrounding property.

B.2.23 Clause – 23 : Liability of Contractors for any damages done in or outside work area : Compensation for all damage done intentionally or unintentionally by contractors labourers whether in or beyond limits of Municipal Corporation property including any damage caused by the spreading of fire mentioned in the

clause 22, shall be estimated by the Engineer-in-charge, or such other officer as he may appoint, and the estimates of the Engineer in charge, subject to the decision of the Concerned Dy. Municipal Commissioner, on appeal, shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-Charge from any sums that may be due or become due from Municipal Corporation to the Contractor under this contract or otherwise.

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

B.2.24 Clause – 24 : Deleted.

B.2.25 Clause – 25 : Deleted.

B.2.26 Clause – 26 : 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 : The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceeding to get himself be adjudicated an insolvent or make any compromise with his creditors, or attempt to do so, the Engineer-in-charge may, by notice in writing rescind the contract. Also if any bribe, gratuity, gift, loan, perquisite, reward or 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 employ of Municipal Corporation in any way 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. In the event of contract being rescinded, the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Municipal Corporation and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

B.2.27 Clause – 27 : Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss : 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 Municipal Corporation without reference to the actual loss or damage sustained and whether any damage has or had not been sustained.

B.2.28 Clause – 28 : Changes in the constitution of firm to be notified : in the case of a tender by partners, any changes in the constitution of a firm shall be forthwith notified by the contractor to Engineer-in-Charge for his information.

B.2.29 Clause – 29 : Works to be under directions of Concerned Dy. Municipal Commissioner : All works to be executed under the Contract shall be executed under the direction and subject to the approval in all respects of the Concerned Dy. Municipal Commissioner of the Circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

B.2.30 Clause – 30 (1) : Dispute referred to Arbitrator / Tribunal / Court of law : The disputes relating to this contract, so far as they relate to any of the following matters, whether such disputes arise during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole Arbitration appointed by AMC of the persons who is holding or has held a post not below the rank of Superintending Engineer /City Engineer / Dy. Municipal commissioner (Engineering) as far as possible in the consultation with agency if it is necessary and such dispute shall be settled in accordance with the arbitration and conciliation Act 1996 ,under this Corporation of the State of Gujarat.

- (i) The rates of payment under clause 5 for any tools, materials and stores in or upon the works of the site thereof or belonging to the contractor or procured by him and intended to be use for execution of the work or any part thereof of which possession may have been taken by the Engineer-in-Charge under the said clause-5.
 - (ii) The reduction in rates made by the Engineer-in-Charge, under clause 9 for the items of work not accepted as completed fully in accordance with the sanctioned specifications.
 - (iii) The rates of payment for any class of work which is included in the additional or altered work carried out by the Contractor in accordance with the instructions of the Engineer-in-Charge under clause 14 and the rate for which is to be determined under the said clause 14.
 - (iv) The rates of payment for materials already purchased or agreed to be purchased by the Contractor before receipt of notice given by the Engineer-in-Charge under clause 15, and / or the amount of compensation payable to the Contractor under the said clause for loss in respect of such materials.
 - (v) The amount of compensation which the contractor shall be liable to pay under clause 17 in the event of his failure to rectify, remove or reconstruct the work within the period specified in the written intimation or the amount of expenses incurred by the Engineer-in-Charge under the said clause 17 in rectifying, removing, or re-executing the work or in removing and replacing the materials or articles complained of.
 - (vi) The reduction of rates as may be fixed by the Engineer-in-Charge under clause 17 for the inferior work or materials as accepted or made use of.
 - (vii) The amount of compensation payable by the Contractor for damages as estimated and assessed under clause 23.
 - (viii) The amount payable to the Contractor for the work carried out under clause 33 in accordance with the instruction and the requirement of the Engineer-in-Charge in a case where there is no specifications.
- (2) Deleted
- (3) Deleted

- (4) Deleted
- (4a) The disputes will be referred to court of law and its jurisdiction will be Ahmedabad.
- (5) In case of dispute leading to the contractor or Municipal Corporation approaching to Court of Law, it shall be within the jurisdiction where the site of work is situated.
- (6) The reference to court proceeding under this clause shall not:
 - i) affect the right of the Engineer in charge under clause 5 to take possession of all or any tools, plants, materials and stores in or upon the works of site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
 - ii) Preclude the Engineer in charge from utilising the materials purchased by the contractor in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance of notice given to the contractor under clause 15.
 - iii) Entitle the contractor to stop the progress of the work or carrying out the additional or altered work in accordance with the provisions of clause 14 or as the case may be, of clause 33.

B.2.31 Clause – 31 : Deleted.

B.2.32 Clause – 32 : Lump sums in estimates : When the estimate on which a tender is made includes lump sum in respect of part 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 such items 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, as his discretion, pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him, under the provisions of this clause.

B.2.32A Clause – 32 A : Access to the Site : The Contractor shall arrange to construct, maintain and afterwards remove and reinstate any temporary access required for and in connection with the execution of the works. Reinstatement shall include restoring the area of the access route to at least the degree of safety, stability, Water and appearance that existed before the Contractor entered the site.

B.2.33 Clause – 33 : Action where no specifications : In case of any class of work for which there is no such specification, such work shall be carried out in accordance with the IS specifications, and in the event of there being no IS Specifications, then, in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

- B.2.34 Clause – 34 : Definition of work :** 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 construed to mean the work, or the works, contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.
- B.2.35 Clause – 35 : Contractor’s percentage whether applied to net or gross amount of the bill:** 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. (This clause shall be Applicable only for B-1 tender) –
- B.2.36 Clause – 36 : Non-refund of quarry fees and Royalties :** The contractor shall pay the royalty to the competent authority/local body as per rules. The royalty charges paid shall be borne by the Contractor and shall not be reimbursed by the Ahmedabad Municipal Corporation (Authority :- R & BD. Circular No. TNC-2286-UO-39 (19)-C dated 23-10-1989.)The contractor will have to submit the affidavit at the time of final bill stating that if any queries arises the contractor will be responsible for that.
- B.2.37 Clause – 37 : Compensation under the Workmen’s Compensation Act :** The Contractor shall be responsible for and shall pay any compensation to his workman payable under the Workmen’s Compensation Act, 1923 (VIII of 1923) (hereinafter called the said ACT) for injuries caused to the workmen. If such compensation is paid by Municipal Corporation as principal under sub-section 12 (1) of the said Act, on behalf of the Contractor, it shall be recoverable by the Municipal Corporation from the Contractor under sub-section 12 (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.
- B.2.37A Clause – 37-A :** The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Municipal Corporation, the same shall be recoverable from the Contractor forthwith and be deducted, without prejudice to any other remedy of Municipal Corporation, from any amount due or that may become due to the Contractor.
- B.2.37B 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 suitable condition for immediate use at any time and shall comply with the following regulations in connection therewith :
- (a) The workers shall be required to use the equipment so 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 out in proximity to any place where there is a risk of drowning all necessary equipments shall be provided and kept 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.

- B.2.38 **Clause – 38 :** The Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the tender. In the case of increase in the quantities by more than 30 %, the new rate will be paid to the Contractor for the quantities in excess of 30%. The rates for the increased quantities as aforesaid will be fixed in the manner specified in clause – 14.
- B.2.39 **Clause – 39 : Employment of famine or other labour :** The Contractor shall employ any famine, convict or other labour of particular kind or class, if ordered in writing to do so by the Engineer-in-charge.
- B.2.40 **Clause – 40 :** No compensation shall be allowed for any delay caused in the starting of the work on account of delay in making available the full site of land at a time.
- B.2.41 **Clause – 41 : Claim for compensation for delay in the execution of work :** No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow-pits or compartments. The rates are inclusive of hard or cracked soil, excavation in mud, sub-soil water or water standing in borrow-pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.
- B.2.42 **Clause – 42 : Entering upon or commencing any portion or work:** The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate in charge of the work. Failing such authority, the contractor shall have no claim to ask for measurements of or payment for work.
- B.2.43 **Clause – 43 : Minimum age of person employed :** (i) No contractor shall employ any person who is under the age of 14 years.
- B.2.43A Clause – 43(I) (A) : The employment of donkeys and/or other animals and the payment of fair wages :**
- (i) For asphalt work(s), as far as possible only the adult persons should be employed on Corporation OR the contracted work as the case may be. If the adult persons are not available, then the children below the age of 15 (Fifteen years) should not be employed under any circumstances.
 - (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 any dispute arising between he 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 Municipal Corporation at the sanctioned tender rates.

- (iii) The Contractor shall provide drinking water facilities to the workers / labourers employed on Municipal Corporation works. Amenities relating to sanitation shall also be provided to the workers / labourers employed on works (in urban areas). If the contractor fails to comply with these provisions, the Engineer - in - charge shall give notice in writing and if the contractor does not provide this facility to the workers /labourers within a period of ten days from the date of the notice in writing, the Engineer in charge shall there upon make the arrangement for drinking water at the cost of the Contractor.
- (iv) The Contractor shall provide the amenity of proper shade and shelter to the workers / labourers and their children on Municipal Corporation works as soon as the work starts. If the Contractor fails to provide shed and shelter, the Engineer-in – charge shall provide the same at the cost of Contractor.

B.2.44 Clause – 44 : Method of payment : Payment to Contractor shall be made by cheque drawn on any treasury, accounts department of corporation, provided the amount exceeds Rs. 10. Amount not exceeding Rs. 10 will be paid in cash.

B.2.44A Clause – 44-A : Any sum of money due and payable to the Contractor (including the security deposit returnable to the Contractor) executing any Municipal Corporation work under this contract shall be appropriated by Municipal Corporation and shall be set off against any claim of the Municipal Corporation for the payment of a sum of money arising out or under any other contract made by the Contractor with the Municipal Corporation. When no such amount for purpose of the recovery from the Contractor against any claim of the Municipal Corporation is available, such a recovery shall be made from the Contractor as arrears of land revenue.

B.2.45 Clause – 45 : Deleted

B.2.46 Clause – 46 : Employment of scarcity labour : If Municipal Corporation declares a state of scarcity or famine to exist in any village situated within 16 kilometers 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 or by any persons to whom, the Engineer in charge may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which Municipal Corporation 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.

B.2.47 Clause – 47 - Deleted

B.2.48 Clause – 48 : The rates to be quoted by the Contractor must be inclusive of sales tax. No extra payment on this account will be made to the Contractor.

B.2.49 Clause – 49 : The Contractor should as far as possible, obtain his requirement of labourers, skilled and unskilled, from the nearest Employment Exchange so as to utilise the local employment potential. If there are no local Employment

Exchanges or such Exchanges are not able to provide the required labourers locally. Suitable labourers should be utilised to the maximum extent possible.

- B.2.50 Clause – 50 : Fair Wages :** If the Contractor fails to pay within 7 (Seven) days to the labourer(s) / worker (s) the minimum wages prescribed by the Corporation under the minimum wages Act, 1948 as in force from time to time, the Engineer in charge shall be at liberty to deduct the amount payable to the labourer(s) worker(s) from his (Contractor's) bills or deposit(s) payable by the Contractor after making due inquiries and establishing the claim(S) of the labourers(s) worker(s).

The Contractor shall not be entitled to any payment or compensation on account of any loss that the Contractor may have to incur on account of the action as aforesaid. Before the action as aforesaid, is enforced, a notice in writing to the Contractor shall be issued by the Engineer-in-charge to pay the wages as per Minimum Wages Act in force at the relevant time. If contractor does not act as aforesaid within seven days, then the action contemplated as above shall be taken against him.

- B.2.51 Clause – 51 : Deleted**

- B.2.52 Clause – 52 : List of Machinery :** The Contractor shall also give a list of machineries in his possession and which he propose to use on the work.

- B.2.53 Clause – 53 :** (i) In case, the roller deployed by Corporation for the use on contract work is kept idle by the Contractor for want of adequate labour and materials, the Contractor will have to pay rental charges as per prevailing rules even through the items of rolling and watering are to be carried out by the Corporation.

(ii) If the Contractor does not plan his programme so as to suit the requirement of the Municipal Corporation, the proportionate rental charges on roller shall have to be recovered from the Contractor.

- B.2.54 Clause – 54 : Local labour on normal rates :** The Contractor shall have to engage local labour and person seeking employment where available on normal rate.

- B.2.55 Clause – 55 : Deleted**

- B.2.56 Clause – 56 :** The Contractor shall employ only such labour who shall produce a valid certificate of having been vaccinated against small pox within a period of last three years.

- B.2.57 Clause – 57 : (1) Huts :** The Contractor shall build a sufficient number of huts on a suitable plot of land for the use of the labourers according to the following specifications :

- (i) Huts of bamboos and grass may be constructed.
- (ii) A good site shall be selected, high ground removed from jungle but well provided with trees shall be chosen wherever it is available. The

neighborhood of rank jungle, grass or weeds should particularly be avoided; camps should not be established close to large cuttings of earth work.

- (iii) The lines of huts shall have open spaces of atleast 10 m. between rows, When a good natural site can not be procured, particular attention should be given to the Water.
- (iv) There should be no over crowding, Floor spaces at the rate of 2.8 sq.m. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.

(2) The Contractor shall construct semi permanent latrines for the use of labourers on the following scale, namely :

- a) Where females are employed, there shall be least one latrine for every 25 females.
- b) Where males are employed, there shall be at lease one latrine for every 25 males.

Provided that where the number of males or females exceed 100, it shall be sufficient if there is one latrine for every 25 males or females, at the case may be, upto the first 100 and one for every 50 thereafter.

(3) Privacy in latrines :

Every latrine shall be under cover and so partitioned off as secure privacy, and shall have a proper door and fastenings.

(4) Notice to be displayed outside latrines and urinals :

- (1) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority of the workers "For Men only" or "For Women only": as the case may be.
- (2) The notice shall also bear the figures of a man or of a woman, as the case may be.

(6) Urinals :

There shall be atleast one urinal for male workers upto 50 and the for female workers upto 50 employed at a time. Provided that there where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 males or females or part thereof.

(7) Latrines and Urinals to be accessible :

- (1) The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment. (2) (i) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all time (2) (ii) Latrines and urinals other than those connected with a flush

sewage system shall comply with the requirements of the Public Health Authorities.

(8) Water for latrines and urinals :

Water shall be provided by means of tap or otherwise, so also be conveniently accessible in or near the latrines and urinals.

(9) Bathing and washing places :

1. The Contractor shall construct a sufficient number of bathing places, every unit of 20 persons being provided with a separate bathing place.
2. Washing places should also be provided for the purpose of washing clothes. Every unit of 30 persons shall have at least one washing place.
3. Such bathing and washing places should be suitably screened and separate places provided for male and female workers.
4. Such facilities shall be conveniently accessible and shall be kept in clean and hygienic.

(10) Water :

The Contractor shall make sufficient arrangements for draining away the sewerage water as well as water from the bathing and washing places and shall dispose of this waste in such a way as not to cause nuisance. The Contractor would put material oil once in a week in stagnant water round about the residence.

(11) Medical facilities :

The Contractor shall engage a medical officer with a travelling dispensary for a camp having 500 or more persons if there is no Municipal Corporation or other private dispensary situated within 6 Km. from the camp.

(12) Conservancy and cleanliness :

The Contractor shall provide the necessary staff for effecting 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. Conservancy staff should dump refuse in compost pit, away from the labour camp.

(13) Health Provisions :

The Health Officer of the Municipal Corporation of Health Services shall be consulted before opening a labour camp and his instructions on matters, such as, the water supply, sanitary convenience, the camp-site, accommodation and food supply shall be followed by the Contractor.

(14)Precautions against epidemic :

- (a) The authorities in charge of the colonies should get the labourers inoculated against cholera and plague and vaccinated against smallpox at the time of recruitment, if they are not inoculated or vaccinated within 6 months or 3 years respectively, prior to the date of recruitment.
- (b) When, in any labour camp, there is a outbreak of an epidemic disease or is threatened with such an outbreak, the authorities in charge of the labour camps, should ensure that all the inmates of the labour colonies are inoculated or vaccinated, at the case may be, depending on the diseases, with 72 hours after the outbreak.
- (c) The authorities in charge of the labour colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak, to the Health Officer of Municipal Corporation in charge of that area. Thereafter they should continue to send daily reports to the above officers in the prescribed form regarding the progress of the epidemic disease.
- (d) When the authorities in charge of the labour colony suspect or have reason to believe that any inmate of the labour colony is suffering from the infections or contagious disease, they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically provided for the purpose and also for their treatment.
- (e) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the Health officers of the Municipal Corporation and also arrange to institute all necessary anti-malarial measures as may be advised by the officials of the Public Health Corporation.
- (f) The authorities in charge of the colonies should also arrange to carry out any other measures that may be recommended by the officials of the Public Health Corporation necessary to prevent or control the spread of disease.

B.2.58 Clause – 58 : Contractor shall have to arrange for the supply of gumboots, hand gloves, mask etc., invariably to the labourers/workers engaged by the Contractor on asphalt work.

B.2.59 Clause – 59 : The Contractor shall not show any distinction between Harijan and other class of labourers/ workers employed to carry out the Municipal Corporation work.

B.2.60 Clause – 60 : Price Variation clause :

B.2.60A Clause – 60A : Price Variation for Cement and Steel brought by Contractor:

PRICE VAIRATION FOR CEMENT & STEEL

The amount payable to the contractor for the work done shall be adjusted for increase or decrease in the rates of cement & steel as under:

Price variation for cement and steel brought by the contractor

The star rates for cement, mild steel and TOR steel to be brought by the contractor shall be considered at site as per RBI indices for the month in which tender is invited:

Cement (OPC)	Rs. 265.00 per bag of 50 Kg. (without GST)
Cement (SRC)	Rs. 290.00 per bag of 50 Kg. (without GST)
Steel - TMT steel Fe 500 Bars	Rs. 45,000.00 per MT (without GST)

(The above star rates shall be linked with Reserve Bank of India price index for steel and cement for the month in which the Tender Documents shall be invited).

a) When basic rate is less than procurement rate

The fluctuations in rates of cement steel and structural steel shall be adjusted in the bills payable to the contractors as under:

$$A = B \times \left(\frac{CI}{C0} - 1 \right) \times D$$

A = Amount payable or recoverable

B = Star rate of steel / cement

CI = The (quarterly) average corresponding index for steel, cement for the quarter under consideration (as published in monthly bulletin of Reserve Bank of India).

C0 = Price index of cement/steel for the month in which the tender documents are invited published in monthly bulletin of Reserve Bank of India.

D = Quantity of cement/steel actually brought by the contractor on site of work and consumed in the work during the quarter duly supported with bill as recorded in cement consumption register or MB (for steel).

b) When basic rate is greater than procurement rate

The difference between actual rate of purchase as per original bill and star rate given in above clause shall be recoverable for the quantity of cement and steel consumed in the work executed.

Conditions for variation in prices of cement and steel only

1. No ceiling for escalation for difference of steel and cement will be applicable.

2. This clause shall be operative from the date of issue of work order and up to the expiry of original and extended time limit.
3. This formula shall be used individually for cement and steel for calculating adjustment.
4. The cement and steel brought by the contractor on site of work shall be used only after the same is tested by the Department at the cost of contractor or after production of test certificate by Manufacturer as desired by the authority.
5. If such materials are not found as per the IS specification, the same shall be removed by the contractor for which no claim shall be entertained.

CEMENT AND STEEL

Contractor shall procure cement and steel required for this work as well as for manufacture of pipes. Contractor shall consider basic rate of ordinary Portland Cement (OPC) **Rs. 265.00 per bag of 50 Kg. (without GST)**, Cement (SRC) **Rs. 290.00 per bag of 50 Kg. (without GST)**, Steel - TMT steel Fe 500 Bars **Rs. 45,000.00 per MT (without GST)** in Ahmedabad for the purpose of quoting. Any difference in rates of cement and steel in Ahmedabad shall be adjusted in the bills payable to the contractor as per star rate formula in Section B-2 as mentioned above. Contractor will not be paid for any transport, handling and storage expenses separately and he should quote for the works accordingly.

B.2.61 Clause – 61 : Fencing and Lighting :

- (a) The Contractor shall, unless otherwise specified, be responsible for the proper fencing, lighting, grading and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary road, way, foot-ways, guards, fences, caution notices etc., as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accidents that may occur on account of his failure to take proper & timely precautions.
- (b) All the arrangements made for fencing and lighting shall be maintained by the Contractor throughout the currency of the contract till the physical taking over of the work by Municipal Corporation.

B.2.62 Clause – 62 : Liability of accidents to persons : Responsibilities and liabilities of the contractor under Workmen's Compensation Act.

- (a) On the occurrence of an accident, which results in death of workmen employed by the contractor or which is so serious as is likely to result in death of any such workmen, the Contractor, shall within 24 hours of happening of such accident(s) intimate, in writing, to the Engineer in charge the fact of such accident(s). The contractor shall indemnify

Municipal Corporation against all loss or damage sustained by the Municipal Corporation resulting directly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Municipal Corporation as consequence of Municipal Corporation's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accidents(s).

- (b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act, whether by the Contractor or by the Municipal Corporation as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the Contractor, such sum or sum of money as may, in the opinion of the Engineer in charge, be sufficient to meet such a liability. The opinion of the Engineer in charge shall be final in regard to all matters arising under this clause.

B.2.63 Clause – 63 : Access to site and work on site : The Engineer may, if he considers fit from time to time, enter upon any land(s), which may be in possession of the Contractor this contract for the purpose of executing any work not included in this contract and may execute such work not included in this contract by agent or by other Contractors, at his opinion and the Contractor shall, in accordance with the requirements of the Engineer-in-charge, afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other contractor employed by the Municipal Corporation and his workmen or for the workmen of the Municipal Corporation who may be employed in the execution on or near the site of the work not included in the contract or of any contract in connection with or ancillary to the work and in default, the Contractor shall be liable to the Municipal Corporation for any delay or expense incurred by reason of such default. Provided always that if the exercise of these powers shall cause any damage to the contract, he may, within fifteen days of such damage arising, make a statement of the same to the Engineer in charge who shall, from time to time, assess the value in his judgement of such damage and the Municipal Corporation shall from time to time pay to the Contractor the amounts (if any) accepted as justified by the Engineer in charge.

B.2.64 Clause – 64 : Reports regarding labour : The contractor shall submit the following reports to the Engineer in charge.

- (a) (i) A daily report in the form as may be prescribed of the strength of labour both skilled and unskilled employed by him on the work(s). The contractor shall increase or decrease the strength, both skilled or unskilled, if directed by the Engineer in charge. The submission of such report shall not, however, relieve the contractor of his responsibilities and duties regarding progress or any other obligations under the contract.
- (ii) A classified weekly return in the prescribed form of the number of persons employed on the works during the proceeding week.

(iii) A weekly medical report in the prescribed form showing the health of the Contractor's camp, the number of persons ill or incapacitated and the nature of their illness.

(iv) A report of any accident, which may have occurred, to be sent within 24 hours of the occurrence.

(v) Such other reports as may be prescribed.

B.2.65 Clause – 65 : Treasure trove : In the event of discovery by the Contractor or his employees, during the progress of work of any gold, silver, oil or other minerals of any description and precious stones, treasures, coils, antiquities, relic fossils or other articles or value of interest whether geological, archaeological or any other such treasure & other things shall be deemed to be absolute property of the Municipal Corporation and the Contractor shall duly preserve the same to the satisfaction the Engineer in charge, from time to time, and deliver the same to such persons as the Engineer in charge may appoint.

The Contractor shall take all reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or things, immediately after the discovery thereof and before removal acquaint Engineer in charge with such discovery and carry out his orders for the disposal of the same.

B.2.66 Clause – 66 : Indemnity : The Contractor shall identify the Municipal Corporation against all actions, suits claims & demands through or made against the Municipal Corporation in respect of work of this contract and against any loss or damage to Corporation in consequence of any action or suit being brought against the contractor for anything done or omitted to be done in execution of the work of this contract.

B.2.67 Clause – 67 : Insurance of labourers : The Contractor shall be responsible to arrange for insurance of all labourers. Skilled and unskilled, workers, supervisors etc., employed by him as per labour regulations of the state.

B.2.68 Clause – 68 : Setting out : The Contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith. If, at any time, during the progress of the work, any errors, appear or arise in the positions, levels, dimensions or alignments of any part of the work, the Contractor, on being required to rectify such errors by the Engineer in charge shall at his own expense do so to the satisfaction of the Engineer in charge, if however, such error is based on incorrect data supplied in writing by the Engineer in charge, the expense of rectifying the same shall be borne by the Corporation. The checking of and setting out of any line or level by the Engineer in charge or his representative shall not in any way, relieve the contractor of his responsibilities for the correctness of the error. The Contractor shall carefully protect and observe all bench marks, site nails, pegs and other things used in setting out of the work(s).

- B.2.69 **Clause – 69 : cement register :** A register in the prescribed form showing day to day receipt, consumption and balance of cement on site of work will be maintained by the Municipal Corporation, which shall invariably be signed daily by the Contractor or his authorized representative in token of its correctness.
- B.2.70 **Clause – 70 : Materials and works test register :** A register in the prescribed Performa showing test result of materials and work tests will be maintained at the site of work by the Corporation and every entry thereof shall invariably be signed by the Contractor or his authorized representative in token of its correctness.
- B.2.71 **Clause – 71 : Progress schedule :** The Contractor shall furnish, within one month (unless extended by the Engineer in charge) of the order to start the work, the progress schedule in quadruplicate indicating the date of starting, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials plants and machinery. The Schedule should include a statement of proposed general and detailed arrangements for carrying out works and of time, order and manner in which it is proposed that these shall be executed. The schedule should be framed keeping requirements of the clause 2 of Tender form in view and be such as in practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Engineer in charge. Further, the dates for the progress, as in this schedule shall be adhered to.
- (a) In case it is found necessary, at any stage, to alter the schedule, the Contractor shall submit in good time. A revised schedule incorporating necessary modifications proposed and get the same approved from the Engineer - in - charge is further empowered to ask for more detailed schedule or schedules, say, week by week, for any item or items and the Contractor shall supply the same as and when asked for.
 - (b) The Engineer in charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to alter the order of the work or any part thereof and the Contractor shall also revise the progress schedules accordingly and submit four copies of the revised schedule to the Engineer - in - charge within seven days of the said Engineer's direction to alter the order of works.
 - (c) The Contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress schedule. The working and shift hours shall comply with all Corporation regulations in force and shall be such, as may be approved by the Engineer - in - charge and the same shall not be varied without the prior approval of Engineer - in - charge.
 - (d) The Contractor shall from time to time, as may be required by the Engineer - in - charge, furnish the Engineer - in - charge with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Engineer - in - charge may, if he considers necessary

at any time advise alteration in the same, which the Contractor shall adopt on notice thereof.

- (e) The progress schedule(s) shall be in the form of progress chart, forms, statements and/or reports as may be approved by the Engineer - in – charge
- (f) The approval of the progress schedules by the Engineer - in – charge shall not relieve the Contractor of any of his duties and responsibilities under the contract. The adoption of any modification in the schedule required by the Engineer - in – charge shall not entitle the Contractor to any extra payment.

B.2.72 Clause – 72 : Secured advance to contractor : Deleted

B.2.73 Clause – 73 : Advance payment : Deleted

B.2.74 Clause – 74 : Advance against machineries : Deleted

B.2.75 Clause – 75 : Mobilisation advance : Deleted

B.2.76 Clause – 76 : Deleted

B.2.77 Clause – 77 : Deleted

B.2.78 Clause – 78 : Deleted

SCHEDULE 'A'

**Schedule Showing (approximately) the materials to be supplied from the
Municipal Corporation Store for Work Contracted to be executed and
the rates at which they are to be charged for**

Particulars	Approx- imate Quantity	Rate at which the materials will be charged to the Contractor		Place delivery
		Unit	Rs.	
	Deleted			

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

Note – 2 : Stores to be supplied to Contractors for a work free of cost should be mentioned in Schedule 'A' in addition to Schedule 'B' and the specification attached to the contract agreement form.

Note – 3 : All empty drums involved in the supply by Corporation to the Contractor under this contract shall be returned in undamaged condition within the time prescribed by the Concerned Addl. City Engineer (East Zone) by the Contractor to the original place of delivery. No allowance on account of these empty drums will be made to the Contractor and in the event of non-return, Rs. 65 will be charged to the Contractor for each unreturned drum or badly damaged one.

Note – 4 : Empty bags of cement supplied by the Government will be the property of the Contractor and no recovery for the non-return of the same will be made.

SCHEDULE 'B'

Memorandum Showing Items of Works to be carried out

Items No.	Quantities estimated but may be more or less	Item of work	Tender Rate		Unit	Total amount according to estimated quantities
			In figures	In words		
1	2	3	4	5	6	7
			As per separate sheet attached			

I/We am/are willing to carry out the work at _____% above/below (should be written in figures and words) the tendered amount mentioned above. Amount of my / our tender works out as under :

Tender amount _____Rs. _____
 Add _____% above Rs. _____
 Net Rs. _____
 In words _____

Tender amount Rs. _____
 Deduct _____% below Rs. _____
 Net Rs. _____
 In words _____

Note – 1 : All work shall be carried out as per Public Works Corporation Handbook and other specifications of the Division or as directed.

Note – 2 : All the columns in the Schedule should be filled in, in ink and the total of the entries in the last column should be struck by the Contractor under his signature.

Note – 3 : Rates quoted include clearance of site (prior commencement of work and at its close) in all respects and hold good for work under all conditions, site, moisture, weather etc.

Note – 4 : To be continued on additional sheets, if found necessary.

B-3 : SCHEDULE – B

SECTION : B-3

Item No.	Quantities estimated but may be more or less	Item of work	Estimated Unit ____ rates ____ in in Fig. words	Total amount according to estimated quantities
AS PER SCHEDULE OF QUANTITIES AND RATES IN VOLUME – II.				

Note 1 : All works shall be carried out as per specifications of Ahmedabad Municipal Corporation or as directed.

Note 2 : Rates quoted include clearance of site (prior to commencement of work and at its close) in all respects and hold good for work under all conditions, site moisture, weather etc.

Note 3 : This is for further information of the bidder that schedule of quantities and rates indicated here are in Volume -II of the tender.

Note 4 : The bidder should note that no separate payment, whatsoever shall be made for dewatering by using any system and disposal of the pumped water at suitable distance as directed by Engineer-in-charge, if required to be done during excavation, laying, jointing and testing of pipes and excavation for storage reservoirs or any other activity required to be done related to laying of pipes, sump, construction of any kind of manhole, RCC Chambers and excavation if required to be done under wet condition etc. and contractor shall quote accordingly.

Signature of Contractor

Additional City Engineer (East Zone)

Name :

Ahmedabad Municipal Corporation

Company's seal :

Date :

Date :

Note : To be continued on additional sheets, if found necessary

B-4 : GENERAL INSTRUCTIONS

SECTION : B-4

- B.4.1 The work shall be completed within **30 (Thirty)** months including monsoon period after the order to start the work. If the site is not cleared to start the work. The time limit will be considered from the date of possession given to start the work.
- B.4.2 The details of **Laying of Water Supply Distribution Network and Providing and Laying Sewerage Network in Different Chawls/Area with laying of Paver Block and RCC Road in Gontipur Ward of East Zone in AMC area (Phase-II)** shall be as per design and instructions of Addl. City Engineer (East Zone) and his order will be considered final.
- B.4.3 The Contractor shall have to maintain account of steel, cement and other materials that may be brought by him on site. This account shall be regularly maintained and kept open for inspection by Municipal staff. Watering of all the items shall be done as per instructions. Mixing of concrete must be done by concrete mixer machine. Arrangements of bringing vibrator for R.C.C. work if required shall have to be made by the Contractor.
- B.4.4 The Contractor shall remain responsible for workmen's compensation, if any, when such case occurs. The contractor shall arrange for red lamps at night and fencing and pagi and shall be responsible for any damage of life and limb or property, if any happens, during the execution of work. In case of dispute for unseen or overlooked items, the decision of Addl. City Engineer (East Zone) shall be final. The Contractor shall have to give site clean of all rubbish on completion of work and hand over the site with final finishing of the work as directed. All the rejected materials shall be removed from site within 24 hours by Contractor at his risk and cost.
- B.4.5 For mixing mortar either for masonry or for plaster or for any other purpose contractor shall have to prepare trough of bigger size and mix the mortar in the trough in required proportion. In no case he shall be allowed to mix the mortar either on floor or any finished surfaces.
- B.4.6 The Contractor shall have to make his own arrangement for water required for the work and shall pay the water charges as per the prevailing rates of Corporation based on water meter readings.
- B.4.7 If any extra item crops up during the progress of works, the same shall be carried out by the contractor, after approval of City Engineer (WRM) and he shall be paid at the rate fixed by the City Engineer (WRM) as per the rate analysis based on current market rates or current SOR whichever is less.
- B.4.8 If in the interest of the Corporation it is necessary to change either any site or the design of the proposed work the Contractor shall carry out the same at his quoted rates without charging any extra and he will be paid at the rates quoted by him and no claim for extra for subsequent changes made will be entertained.

B.4.9 The cubical contents of the cement bag shall be taken as 0.03455 Cu.m. per bag and the Contractor shall have to prepare the measure boxes according to this measures.

B.4.10 Deleted

B.4.11 All the materials required for the execution of works including cement, TMT Reinforcement steel, including MS shall have to be brought by the contractor from open market.

B.4.12 Retention money shall be deducted at a rate of 2% from current bills which will be released on time of final bill and certification issued by Engineer in charge to that effect.

B.4.13 Octroi exemption passes shall not be given for any material required for this work.

B.4.14 Contractor will be fully responsible for compliance of the various provisions under Contract Labor Act, 1970 and the Rules frames thereunder. The Contractor should obtain necessary permissions, license & registrations from labour commissioner, as per labour law.

B.4.15 As per circular No. MGR.2176(96)(ii) dated 31.8.77 issued by Government of Gujarat, Contractors are requested to procure their materials required for construction work through legal sources i.e. Only from the quarry lease-holders, permit holders or middle-man who satisfies the contractor as to the legality of the source of purchase by him of these materials.

B.4.16 The bidder shall note that if the information required to be furnished by him either at the stage of prequalification or at the stage of bidding are not provided in time and its deliberated concealed and such information has come to the notice of AMC at any stage prior to award of Work and whether or not negatively affecting bidders competency the AMC reserve the right to out rightly reject the bid though he is prequalified in the absence of such information.

Signature of Contractor

Additional City Engineer (East Zone)

Name :

Ahmedabad Municipal Corporation

Company's seal :

Date :

Date :

B-5 : ANNEXURES

SECTION : B-5

Annexures: The information in the following annexures specimens should be furnished on separate letter pad if necessary.

ANNEXURE – 1

(Referred to in Condition No. 2 General Rules and Direction for the guidance of contractors)

To,
The Additional City Engineer

Place:
Date:

Details regarding my / our partners / our company (in the case of limited company) Names, Address(es), telephone numbers(s) Income Tax etc. are as under:

Sr. No.	Name(s) of person/partner Director of the Company	Full address of the place of business (with pin code)	Telephone No.(s) (Office)	Residential address(es) (Resi.)	Telephone No.(s)	Full address of Income tax office ward where Income tax return is filed
1	2	3	4	5	6	7

I/We hereby agree to intimate to you about change if any, in the above mentioned address(es) and telephone No.(s) within Fifteen days of its occurrence till my / our deposit, for the said work paid by me/us is not returned to me/us.

Dated Signature of Tenderer

Signature of the contractor:

Signature of the Dy. Municipal Commissioner

B-6 : SCHEDULES

SCHEDULE – B.6.1

DETAILS OF THE WORKS OF SIMILAR TYPE AND MAGNITUDE CARRIED OUT BY THE TENDERER DURING LAST 7 YEARS PERIOD

Sr. No	Name of Work	Place and Country	Tendered Cost	Time in which work completed	Date of Completion	Principal Features.

Signature of the Tenderer with stamp

Name :

Company's seal :

Date :

SCHEDULE – B.6.2

DETAILS OF THE WORKS IN HAND AND WORKS TENDERED FOR AS ON THE DATE OF SUBMISSION OF THE TENDER.

Sr. No	Name of Work	Place and Country	WORKS IN HAND			WORKS TENDERED FOR			Remarks
			Tendered Cost	Cost of work remaining to be executed as on date	Anticipated Date of Completion	Tender Cost	Date when decision is expected	Stipulated date & period of Completion	

Signature of the Tenderer with stamp

Name :

Company's seal :

Date :

SCHEDULE – B.6.3

DETAILS OF TECHNICAL PERSONNEL WITH TENDERER WHO ARE PROPOSED FOR THIS CONTRACT.

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

Signature of the Tenderer with stamp

Name :

Company's seal :

Date :

SCHEDULE – B.6.4
INFORMATION REGARDING FINANCIAL CAPACITY OF THE TENDERER.

Sr. No.	Details	Amount	Remarks
1.	Solvency		Solvency Certificate of an amount 20 % of the tender estimated cost shall be enclosed with technical bid. Bank Solvency shall not be older than one-year period as on the last day of the month previous to the one in which Tender are invited.
2.	Annual turnover for last three years: (a) 2024 – 2025 (b) 2023 – 2024 (c) 2022 – 2023		Details of major contracts executed during these years shall be furnished.
3.	Price of the biggest job carried out		Certificate from the owner in support of successful completion of work may be furnished.

Signature of the Tenderer with stamp

Name :

Company's seal :

Date :

SCHEDULE – B.6.5

**DETAILS OF THE EQUIPMENT IN POSSESSION OF THE CONTRACTOR AND THE EQUIPMENT
HE PROPOSES TO BRING TO THE SITE FOR THIS WORK**

Sr. No.	Type and Description of the Equipment & Capacity	Age and Approximate Value	Numbers the Tenderer has in possession	Numbers he proposes to bring on to site.

Tenderer hereby confirms that quantity and type of tools he will employ for construction will not be less than those listed above and agree to bring more equipment, if so warranted in the opinion of the Engineer.

Signature of the Tenderer with stamp

Name :

Company's seal :

Date :

SCHEDULE – B.6.6

CONTRACTORS SCHEDULE FOR EXECUTION OF WORKS

Tenderer shall furnish the Schedule for the work to be completed as per the following format:

Sr. No.	Activity	Schedule Date	
		Start	Completion
1	Mobilisation at site		
2	Percentage execution work completed		
2.1	25%		
2.2	50%		
2.3	75%		
2.4	90%		
2.5	100%		

Signature of the Tenderer with stamp

Name :

Company's seal :

Date :

**SCHEDULE – B.6.7
BIDDING CAPACITY**

The contractor shall furnish the schedule for capacity in the following format for this work

Name of work completed as well as in progress	Date of issue of work order alongwith its tendered cost (Rs. lacs)	Actual Tentative Date of Completion of work	Year 2024-2025				Year 2023 – 2024					
			Amount of work done in this Financial Year (Rs. lacs)	Steel supplied by Dept. or brought by contractor		Cement supplied by Dept. or brought by contractor		Amount of work done in this Financial Year (Rs. lacs)	Steel supplied by Dept. or brought by contractor		Cement supplied by Dept. or brought by contractor	
				Dept . (Rs. lacs)	Contractors (Rs. lacs)	Dept . (Rs. lacs)	Contractors (Rs. lacs)		Dept . (Rs. lacs)	Contractors (Rs. lacs)	Dept . (Rs. lacs)	Contractors (Rs. lacs)

Signature of the Tenderer with stamp

Name :

Company's seal :

Date :

SCHEDULE – B.6.7 (Contd...)
BIDDING CAPACITY

The contractor shall furnish the schedule for capacity in the following format for this work

Name of work complete d as well as in progress	Date of issue of work order alongwith its tendered cost (Rs. lacs)	Actual Tentative Date of Completion of work	Year 2022 - 2023				
			Amount of work done in this Financial Year (Rs. lacs)	Steel supplied by Dept. or brought by contractor		Cement supplied by Dept. or brought by contractor	
				Dept. (Rs. lacs)	Contractors (Rs. lacs)	Dept. (Rs. lacs)	Contractors (Rs. lacs)

Signature of the Tenderer with stamp

Name :

Company's seal :

Date

SCHEDULE – B.6.8
STRUCTURE AND ORGANISATION

1. Name of Applicant
2. Nationality of Applicant
3. Office Address
Telegraphic Address
Telephone No. (O) (M)
Telex No.
Fax No.
Email address :
4. Year and location of establishment
5. The Applicant is
 - a) An individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or Corp.
(if a firm in partnership)
6. Attach the organization chart showing the structure of the organization including the names of the Directors and position of officers.
7. Number of years of experience
 - a) As a Prime contractor
(Contractor shouldering major responsibility)
 - b) As sub-contractor
(Specify main contractor)
8. For how many years has your organization been in business of similar work under it's present name ? what were your fields when your organization was established?
9. Were you ever disqualified / considered ineligible for similar works of box jacking during the past five years by any department?
10. Whether any new fields were added to your organization? If, so, give details.
11. Were you ever required to suspend construction for period of more than six months continuously after you started ? If so, give the name of project and reasons thereof.

12. Whether you ever left the work awarded to you incomplete?
(if so, give name of project and reasons for not completing work ?)
13. In how many of your projects penalties were imposed for delays?
(Please give details)
14. In which field of civil engineering construction do you claim specialization and interest ?
15. Give details of your experience in modern concrete technology for manufacture and quality control.
16. Give details of your soil and material testing laboratory, if any.
17. Give details of your plans for sub-contracting if any, in terms of percentage of works.

Signature of Applicant.

Date :

SCHEDULE – B.6.9

**DETAILS OF SKILLED, UNSKILLED AND OTHER CATEGORIES
OF PERSONNEL / WORKERS
TO BE EMPLOYED FOR THIS CONTRACT**

**(QUARTERLY PROGRESS REPORT TO BE SUBMITTED
BY THE CONTRACTOR)**

Sr. No.	Description of Category	No.	Remarks.
1.	Skilled		
2.	Un Skilled		
3.	Other Personnel / Workers		

SECTION : C

C-1 : GENERAL SPECIFICATIONS – NON TECHNICAL

C-2 : ADDITIONAL GENERAL CONDITIONS

C-3 : SAFETY PROVISIONS

SECTION - C : SPECIFICATIONS : NON-TECHNICAL

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C-1 : GENERAL SPECIFICATIONS

SECTION : C-1

C.1.1 LOCATION AND DESCRIPTION OF WORKS

- C.1.1.1 The work involves **Laying of Water Supply Distribution Network and Providing and Laying Sewerage Network in Different Chawls/Area with laying of Paver Block and RCC Road in Gomtipur Ward of East Zone in AMC area (Phase-II)**

C.1.2 DRAWINGS

- C.1.2.1 The work shall agree in all particulars with the contract drawings and amendments to drawings which shall be read in conjunction with the specification. A Schedule of Drawings accompanying the Specifications is given in **Section E**. Further drawings may be issued by the Engineer, if necessary, as the work proceeds.
- C.1.2.2 The enclosed drawings are for the reference of Tenderer and information only, as they are preliminary in nature, Owner/Engineer reserves the right to change the plans, locations, delete or add some parts of the work, etc. if warranted at the time of preparation of detailed drawings or as work proceeds. Contractor will have no claims on Owner/Engineer on this account. Contractor shall carefully scrutinize the drawings and he shall be responsible to point out discrepancy or anomalies if any to the Engineer before execution of the work affected thereby.
- C.1.2.3 Contractor, his employees and agents shall not disclose to anyone any information contained on drawings, or otherwise furnished to him by Owner / Engineer including all drawings, reports etc. prepared by Consultant / Contractor either individually or jointly for the execution of the works without prior approval of Engineer. No photographs of the works or plant within the site premises shall be taken without prior written approval of Owner / Engineer.

C.1.3 ISSUE AND RETURN OF CONTRACT DOCUMENTS - deleted

C.1.4 PROGRAMME OF WORK

- C.1.4.1 The major works to be carried out under this contract form an important part of the AMC Water Supply Scheme. Importance is placed on the proper programming of the civil work with adequate provision for all delays normally encountered.
- C.1.4.2 Notwithstanding the provisions of Clause B.2.6 of the Conditions of Contract, no extension of time will be granted by the Engineer in respect of inclement weather or its effects (such as floods or droughts), fire or industrial disputes unless such events could not reasonably have been foreseen by an experienced Contractor. All allowances to guard against such delays shall be clearly indicated in his programme.
- C.1.4.3 As soon as practicable after acceptance of his tender and in any case before starting work on site, the Contractor shall submit for the Engineer's approval a

detailed programme of work in the form of a PERT / CPM Network and a bar chart together with a description of his proposed methods of working. The programme shall take into account, the importance of completing the various parts of the works in accordance with Clause for time for completion of the Contract.

C.1.5 PROGRESS

- C.1.5.1 The Contractor shall regularly review his programme in the light of the progress actually achieved and shall submit for approval updated PERT/CPM Network and bar charts at intervals to be agreed with the Engineer's Representative. If progress falls behind that needed to ensure timely completion of the various parts of the works, the Contractor shall submit proposals for improving his methods and pace of working to the satisfaction of Engineer's Representative and shall carry out such measures as are needed to ensure that the works are completed on time.

C.1.6 TIME FOR COMPLETION

- C.1.6.1 The time limit for this Contract is **30 (Thirty) calendar months** including of monsoon period. The Contractor shall commence the works on site when ordered by the Engineer and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the Contractor's control.

C.1.7 CERTIFICATES OF COMPLETION

- C.1.7.1 If the Engineer issues a Certificate of Completion of a part of the works pursuant to Clause B.2.7 of the Conditions of Contract. The Contractor shall as far as practicable finish all outstanding work in that part of the works during the relevant Defects Liability Period. No Certificates of Completion shall relieve the Contractor or any of his obligations in connection with other Contractors whose work is carried out after the issue of such a certificate.

C.1.8 PATENTS, RIGHTS AND ROYALTIES

- C.1.8.1 The Contractor shall save harmless and indemnify the Commissioner and the Corporation from and against all claims and proceedings for or on account of infringement of any patents, rights, design, trade mark or name of other protected rights on respect of any Constructional plant, machine, work or material used for or in connection with the works or temporary works or any of them and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation if any for getting stone, sand, gravel, clay or other materials required for the works or temporary works or any of them.

C.1.9 THE SITE

- C.1.9.1 Tenderer must visit the work site and see for himself the site and ground conditions in all respects including availability of labour (skilled and unskilled), approaches, availability of water, electricity, materials, and all other matters affecting the work before submitting the tender.
- C.1.9.2 The submission of the tender by Tenderer implies that he had visited the work site, read the entire tender document and has made himself aware of the scope of specification of work to be performed and of the conditions and rates at which materials will be issued to him and local conditions and other factors which have a bearing on the execution of work.
- C.1.9.3 Owner will not, therefore, after acceptance of the tender, pay any extra charges for any reason whatsoever in case Contractor find later on to have misjudged the site and other conditions.

C.1.10 ACCESS TO THE SITE

- C.1.10.1 The Contractor shall arrange to construct, maintain and afterwards remove and reinstate any temporary access required for and in connection with the execution of the works. Reinstatement shall include restoring the area of the access route to at least the degree of safety, stability, drainage and appearance that existed before the Contractor entered the site.

C.1.11 GEOLOGICAL INFORMATION

- C.1.11.1 The Contractor has to visit the site and assess the geo-logical strata available at the site and presence of sub-soil water land. Contractor shall have to a quote accordingly. Considering the site situation.

C.1.12 SETTING OUT THE WORKS

- C.1.12.1 The Contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the Engineer in writing or shown on the Drawings and for correctness, subject as above mentioned in the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith.
- C.1.12.2 The checking of any setting out of any line or level by the Engineer's Representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof.

C.1.13 TEMPORARY WORKS

- C.1.13.1 A reasonable time (in any case not less than 28 days) before he intends to commence construction of any temporary works, the Contractor shall submit full particulars including drawings of the same for the approval of the Engineer's Representative. Submission to an approval by the Engineer's Representative of

any such particulars shall not relieve the Contractor of any of his responsibilities under the Contract.

C.1.14 AMENITIES TO BE PRESERVED

- C.1.14.1 The Contractor shall cause the least possible interference with the existing amenities, whether natural or man made. No tree shall be felled without permission of the Engineer's Representative and clearance of the site shall generally be kept to the minimum necessary for the works and temporary works. Temporary works shall be sited so as to minimise the number of trees to be felled.

C.1.15 WORKS TO BE KEPT CLEAR OF WATER

- C.1.15.1 The Contractor shall keep the works well drained until the Engineer certifies that the whole of the works is substantially complete and shall ensure that so far as is practicable, all work is carried out in the dry. Excavated areas shall be kept well drained and free from standing water.
- C.1.15.2 The Contractor shall construct, operate and maintain all temporary dams, watercourses and other works of all kinds including pumping and well-point dewatering that may be necessary to exclude water from the works while they are in progress and till they are handed over to the Corporation. This refers mainly to surface water that may enter into the excavated construction work. No separate payment will be made for such dewatering works / measures. Unit rates quoted by Contractor will be deemed to have covered expenses for such dewatering works / increase. Such temporary works shall not be removed without the approval of the Engineer's Representative.
- C.1.15.3 Notwithstanding any approval by the Engineer's Representative of the Contractor's arrangements for the exclusion of water, the Contractor shall be responsible for the sufficiency thereof and for keeping the Works safe at all times, particularly during any floods and for making good at his own expense any damage to the works including any that may be attributable to floods. Any loss of production or additional costs of any kind that may result from floods shall be at the Contractor's own risk.

C.1.16 DISCHARGE OF WATER INTO EXISTING WATER COURSES

- C.1.16.1 The Contractor shall make provision for the discharge or disposal from the works and temporary works of all water and waste products howsoever arising and the methods of disposal shall be to the satisfaction of the Engineer's Representative and of any Authority or person having an interest in any land or watercourse or in which waste may be so discharged. The requirements of this clause shall not limit any of the Contractor's obligations or liabilities.

C.1.17 PREVENTIVE MEASURES OF POLLUTION

- C.1.17.1 The Contractor shall ensure that at all times during the construction of the works all reasonable precautions are taken to the satisfaction of the Engineer's Representative to prevent pollution of the site and of the environment. In particular, the Contractor shall prevent pollution arising from the disposal or

spillage of sewage, diesel fuel, oil, liquid mud, or from the disturbance of natural dust, aggregate dust or cement dust.

C.1.18 EFFECTS OF WEATHER

- C.1.18.1 The Contractor shall ensure that no damage occurs to the works during construction by arranging adequate protection for excavation or building work against the effects of drought, sunshine, wind or rainfall (including erosion and flooding). No work shall be performed when in the opinion of the Engineer's Representative such work is liable to be injuriously affected by the weather. The Contractor shall have no claim against the Corporation on account of loss alleged to have been sustained directly or indirectly by reason of the Engineer's Representative declining to permit such work to start or continue, or ordering any work damaged by the weather to be made good or removed and re-executed.

C.1.19 SITE TO BE KEPT TIDY

- C.1.19.1 The Contractor shall keep the site and all working areas in a tidy and workman like condition and free from rubbish and waste materials. Any temporary works, constructional plant, materials or other things which for the time being are not required for use by the Contractor may with the consent of the Engineer's Representative be removed from the site but otherwise shall be dispersed about the site in an orderly fashion and shall be properly and securely stored thereon.

C.1.20 SAFETY MEASURES AND SERVICES

- C.1.20.1 The Contractor shall be responsible for the safety of all workmen and other persons entering or in the works and shall take all measures necessary to ensure their safety to the approval of the Engineer's Representative. Reference in these respects shall also be made to the Conditions of Contract and safety provisions but in particular, such measures shall include the following :
- (a) Provision of proper safety and emergency regulations' fire, gas and electric shock precautions, stretchers and first-aid box together with rescue facilities generally for each place of working ;
 - (b) Provision of efficient safety helmets for all personnel including the Engineer's Representative and each of his staff and any authorised visitors to site;
 - (c) Safe control of water including provision of ample standby generating and pumping plant;
 - (d) Provision and maintenance of suitable lighting to provide adequate illumination of works with appropriate spares and standby equipment;
 - (e) Provision and maintenance of safe, sound mechanical equipment, each item of plant having an up-to-date testing certificates ;

- (f) Provision and maintenance of safe, sound, ropes, slings, pulleys and other lifting tackle, each appliance having an up-to-date testing certificate where appropriate;
- (g) Provision of notices 1.25 m x 1.5 m size written in bold letters in English, Gujarati and Hindi to be erected on existing footpaths and at points of access likely to be used by the public, which shall warn the public of the Works. These notices shall be in addition to any statutory requirements demanded of the Contractor.

C.1.20.2 The Contractor shall submit for the approval of the Engineer's Representative detailed proposals under (a) above. When the regulations have been approved and before the work started, the Contractor shall distribute copies in English or in other languages as appropriate to all his employees and to the Engineer's Representative.

C.1.20.3 The Contractor shall ensure that all his employee are fully conversant with the regulation, emergency and rescue procedures, etc. and the Contractor shall enforce the rule that any employee committing a serious breach of such a regulations shall be instantly dismissed and shall no be re-employed.

C.1.20.4 Contractor shall provide and maintain at his own expenses all lights, guards, fencing and necessary watchmen when and where necessary or as required by Owner / Engineer for the protection of the works or for the safety and convenience of those employed on the works and the public. Contractor shall also provide at his cost traffic barricades, men for diverting and controlling traffic, necessary sign boards for diversion of traffic. In the event of failure on the part of Contractor, Owner may with or without notice to Contractor put up a fence or improve a fence already put up or provide and/or improve the lighting or adopt such other measures as he may deem necessary, and all the cost of such work and procedures as may be adopted by Owner / Engineer shall be borne by Contractor. Maintenance of adequate warning and general lighting at night at place of work is essential.

C.1.20.5 Contractor shall take the necessary permission and clearance of all the authorities like department of Roads, traffic, Water Supply and Drainage; Electricity Board, Telephone Company, etc. Wherever necessary and observe the regulations regarding the execution of work in congested areas, heavy traffic areas, etc.

C.1.21 CLAIMS FOR DAMAGE TO PERSONS OR PROPERTY

C.1.21.1 Any claim received by the Corporation or the Engineer's Representative in respect of matters in which the Contractor is required under the Contract to indemnify the Corporation will be passed to the Contractor who shall likewise inform the Corporation and the Engineer's Representative of any such claim which is submitted directly to him by a claimant. The Contractor shall do everything necessary, including notifying the insurers of claims received, to ensure that all claims are settled properly and expeditiously and shall keep the Corporation and the Engineer's Representative informed as to the progress made towards settlement, failing which the Corporation shall be entitled to make direct payment

to claimants of all outstanding amounts due to them in the Corporations. Opinion and without prejudice to any other method of recovery to deduct by way of offset the amounts so paid from any sums due or which become due from the Corporation to the Contract.

C.1.21.2 If the Contractor receives a claim which he considers to be in respect of matters in which he is indemnified by the Corporation under the Contract, he shall immediately pass such claims to the Corporation.

C.1.21.3 Contractor will be solely responsible for any loss to life or limbs of workmen or the public arising out of inadequate protective and/or safety measures taken by Contractor and irrespective of whether or not Engineer has ordered Contractor to take protective and safety measures.

C.1.22 ASSISTANCE FOR THE ENGINEER'S STAFF

C.1.22.1 The Contractor shall provide all necessary assistance to the Engineer's Representative and his staff in carrying out their duties of checking the setting out, inspecting and measuring the work. The Contractor shall provide necessary assistance including labourers as may be needed from time to time by the Engineer's Representative.

C.1.22.2 The Contractor shall provide for the Engineer's Representative and his staff such protective clothing, safety helmets and rubber boots of suitable sizes as may reasonably be required by them. These articles shall remain the property of the Contractor. No separate payment shall be made on this account.

C.1.23 PUBLICITY NOTICE BOARD

C.1.23.1 In addition to Clause C.1.20.1 (g) above, the Contractor shall provide, maintain and remove at the end of the Defects Liability Period a publicity notice board constructed according to the requirements of the Corporation.

C.1.24 CLEARING SITE ON COMPLETION

C.1.24.1 On completion of the Works, the Contractor shall clear away and remove from the site all Constructional Plant, surplus materials, rubbish, Temporary Works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Engineer.

C.1.24.2 The Contractor shall comply with the above requirements before the start of the Defects Liability Period and by the end of that period shall clear, regrade terrace, level topsoil and grass all his working areas as instructed by the Engineer's Representative. No separate payment shall be made on his account.

C.1.25 FORMS OF MONTHLY STATEMENTS

C.1.25.1 The Contractor shall raise the monthly bill as per Clause No. B.2.10 of Section 'B-2'.

C.1.26 PRODUCTION OF VOUCHERS, ETC.

- C.1.26.1 The Contractor shall when required by the Engineer produce all quotations, invoices, vouchers, and accounts or receipts in connection with expenditure in respect of provisional sums.
- C.1.26.2 The contractor shall furnish to the Engineer's Representative such receipts or other vouchers as may be necessary to provide the amounts paid and before ordering materials shall submit to the Engineer quotations for the same for his approval.

C.1.27 DAYWORK

- C.1.27.1 In respect of all work executed on a daywork basis, the Contractor shall during the continuance of such work deliver each day to the Engineer's Representative an exact list in duplicate of the names, occupations and time of all workmen employed on such work and a statement also in duplicate showing the description and quantity of all materials and plant used thereon or therefore (other the Schedule here in above referred to). One copy of each list and statement will if correct or when agreed to, be signed by the Engineer's Representative and returned to the Contractor. At the end of each month, the Contractor shall deliver to the Engineer's Representative a priced statement of the labour, materials and plant (except as aforesaid) used and the Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. Providing always that is the Engineer shall consider that for any reason the sending of such list of statement by the Contractor in accordance with the foregoing provision was impracticable, he shall nevertheless be entitled to authorise payment for such work either as daywork (on being satisfied as to the time employed and plant and materials used on such work), or at such value therefore as shall in his opinion be fair and reasonable.

C.1.28 CLAIMS

- C.1.28.1 The Contractor shall send to the Engineer's Representative once in every month an account giving particulars (as full and detailed as possible) of all claims for any additional expense to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that the Engineer shall be entitled to authorise payment to made for any such work notwithstanding the Contractor's failure to comply with this condition if the Contractor has at the earliest practicable opportunity notified the Engineer that he intends to make claim for such work.

C.1.29 ENGINEER'S REPRESENTATIVE

- C.1.29.1 Where reference in the specification is made to the Engineer, the powers as described shall be deemed to be delegated to the Engineer's Representative.

C.1.30 SUBSIDENCE OF ROAD

- C.1.30.1 If any subsidence takes place in the filling of road or any part of the work whatsoever during defects liability period from the completion of the contracted work, Contractor shall make good the same at his own cost, or Owner / Engineer may without notice to Contractor make good the same in any and with any material that he may think proper and at the expense of Contractor. Owner / Engineer may also if he anticipates the occurrence of any subsidence, employ watchmen to look after the same unless it has been set right. The expenses of such watchmen shall be charged to Contractor.

C.1.31 QUALIFICATION AND EXPERIENCE OF TENDERER

- C.1.31.1 Engineer will review the qualification and experience of the Tenderers in respect of
- (a) Past experience
 - (b) Major works on hand
 - (c) Technical personnel
 - (d) Financial capacity
 - (e) Method of construction equipment proposed to be used
 - (f) Any other relevant information.
 - (g) Method of Dewatering
- C.1.31.2 For this purpose, tenderers are requested to furnish information, in the Schedules 1 to 9 enclosed. The above information shall be specific, self-explanatory and must bring out the qualifications and experience of the Tenderer intending to carry out this Contract. Engineer reserves the right to reject any offer which, in the opinion of the Engineer, has been made by a Tenderer who does not qualify to meet the standards by way of experience, resources, technical skills, expected of him.
- C.1.31.3 If the tender is submitted by a group of firms, it is necessary that the sponsoring firm submits separate and complete information about each firm in the group and identify those who have the responsibility for the execution of the work. It shall be clearly established in the tender as to who will be the lead firm and the expected participation or share of each of the members of the group.

C.1.32 PAYMENT OF ITEMS ON LUMP SUM BASIS

- C.1.32.1 Items to be paid on "Lumpsum" basis shall be paid only after these items are accepted by Engineer as 100% complete.

C.1.33 INTERPRETATION OF DOCUMENTS

- C.1.33.1 Tenderers shall carefully examine the Tender documents and fully inform themselves as to all the conditions and matters which may in any way affect the

work or the cost thereof. Should a tenderer find discrepancies in or omission from the specification or other document, or should he be in doubt as to their meaning, he should at once address a query to the Addl. City Engineer (East Zone). Any resulting interpretation of the Tender Documents will be issued to all tenderers as an addendum. Verbal clarification and/or information given by the Addl. City Engineer (East Zone) shall not be binding on the Corporation.

C.1.34 ERRORS AND DISCREPANCIES IN TENDERS

- C.1.34.1 Should the Schedule of Quantities and Rates submitted with the tender be found to contain errors such as adding mistakes, incorrect transference and discrepancies between rates and amounts, the Engineer will advise the tenderer of any errors and discrepancies as aforesaid which may have been found in the Schedule of Quantities and Rates and after discussions with the Tenderer, will make such amendments (and no others) as are proper to resolve the errors and discrepancies as aforesaid and will retotal the amount in Schedule of Quantities and Rates.
- C.1.34.2 In general the quoted unit price in the original tender will apply when discrepancies arise with the extended price.
- C.1.34.3 The foregoing procedure may be applied at any time prior to the acceptance of a tender, but the Engineer undertakes no responsibility towards any tenderer for any error or discrepancy which is not discovered during Engineer's Examination of tenders.

C.1.35 INFORMATION FURNISHED

- C.1.35.1 The information given to Tenderers in this tender document comprising of all parts is given in good faith and meant to serve only as a guide. Owner / Engineer will not hold himself responsible if any such information given for the guidance of Contractor is found to be incorrect, partly or in whole and or any deductions, conclusions or interpretation drawn by Contractor. It is, therefore, imperative that Tenderer must obtain and examine for himself all data, information and particulars required for the satisfactory execution of the work.

C.1.36 PAYMENT TERMS

- C.1.36.1 The terms of payment are defined in the section B. The Corporation shall not under any circumstances relax these terms of payment and will not consider any alternative payment terms. Tenderers should therefore in their own interest note this provision to avoid rejection of their tenders. Contractor will not be entitled for any claim, compensation or interest for any delayed payments.
- C.1.36.7 If due to any reason, payment not paid within 30 days then tenderer is not eligible to claim / demand any compensation for loss of interest thereof.

C.1.37 BRAND NAMES

- C.1.37.1 Specific reference in the specification to any material by trade name or catalogue number shall be constructed as establishing a standard of quality and performance

and not as limiting completion and tenderers, in such cases, may at their option freely use any other product provided that it ensures an equal or higher quality than the standard mentioned and meets the Engineer's approval.

C.1.38 EQUIPMENT FOR EXCAVATION

- C.1.38.1 Excavation shall be mechanised, except in local developed areas, to expedite the work and the contractor has to submit a complete list of equipment he proposes to deploy on this work along with the tender. Tenderer not complying with this requirement may be considered non-responsive and his tender is liable to be rejected.

C.1.39 MATERIAL TESTING

- C.1.39.1 Necessary material testing shall be carried out by contractor in presence of AMC engineers at AMC laboratory or any other Government approved laboratory at his own cost as directed by Engineer-in-charge. The material testing fee at the rate of 0.5% shall be deducted from every running bill of the contractor. This does not relieve contractor from his contractual obligations of making all arrangements for taking samples during each concreting, curing for the specified period as per specifications, bring to the laboratory and keeping the necessary records as directed.
- C.1.39.2 At the time of final bill, the amount deducted from each running bill shall be adjusted with the actual material testing fees and the balance amount if any will be refunded to or recovered from the contractor.

C.1.40 RECORD OF LABOUR EMPLOYED

- C.1.40.1 Contractor shall keep record in the form of daily registers for the labourers and other working staff employed on the work site. The same should be kept open for the inspection of AMC.

C.1.41 EXTRA ITEM OF WORK

- C.1.41.1 If any extra item crops up during the progress of works, the same shall be carried out by the contractor, after approval of City Engineer (WRM) and he shall be paid at the rate fixed by the City Engineer (WRM) as per the rate analysis based on current market rates or current SOR whichever is less.

C.1.42 DISPUTES

- C.1.42.1 Any legal dispute with the Contractor(s) will be referred to the court of law and will be settled within the area subject the Ahmedabad jurisdiction.

C.1.44 ANNEXURES

ANNEXURE – C.1.44 (A)

WATER SUPPLY AND ELECTRICITY

1.0 WATER SUPPLY

Contractor shall make his own arrangement for water supply at his own cost and nothing extra shall be paid by the Corporation. This applies to water required for testing purpose also. The Contractor can, however, construct a tube-well or a pipeline at his convenience on nearby AMC land if available with prior approval of AMC. Contractor will be responsible for all costs of tube well, pumping, laying of necessary pipe lines, installation of meter, storage, maintenance and ultimate removal of the same.

However if municipal water pipeline is available nearby then water shall be supplied to the Contractor at his cost on the metering basis at the rate of Rs. 12 / 1000 litres of water for construction purpose. Contractor shall bear all the cost of C. I. pipeline specials & installation of “(CAPSTAN)” meter or approved by Addl. City Engineer (East Zone).

2.0 ELECTRICITY

Contractor will have to make all arrangements for obtaining power connection, the installation, operation, maintenance and subsequent removal of temporary supply of electricity. Corporation shall issue only autorisation letter to Contractor for obtaining power connection, and yet if power is not available in time, the work shall not be postponed and the Contractor shall have to arrange for diesel generate set (s) at his own cost.

Signature of Contractor

Addl. City Engineer (East Zone)

Name :

Ahmedabad Municipal Corporation

Company's seal :

Date :

Date :

ANNEXURE – C.1.44 (B)

CEMENT AND STEEL

CEMENT, STEEL AND EPOXY PAINT

Cement and Steel required for this work as well as for manufacture of pipes shall be procured by Contractor. Contractor will not be paid for any transport, handling and storage expenses separately and he should quote for the works accordingly.

Test certificate for cement and steel shall be obtained and submitted by contractor. Contractor shall have to produce test certificates for all procurement of cement and steel.

Cement/OPC shall be of Ambuja, Ultratech, Lotus/Kamal, Hathi, Jaypee, Sanghi, Binani, ACC, JK, Sidhdhee or other make approved by engineer-in-charge.

TMT Fe-500 reinforcement steel shall be as per IS1786-1985 REAFFIRMED-2005 like Sail, Tata, Vizag, Sulekhram, Vinayak, Electrotherm, Nilkanth, Kamdhenu, Vibrant Ltd., etc. manufactured from prime manufacturing unit and as per instructions of Engineer in charge.

Signature of Contractor

Addl. City Engineer (East Zone)

Name :

Ahmedabad Municipal Corporation

Company's seal :

Date :

Date :

ANNEXURE – C.1.44 (C)
SITE ENVIRONMENTAL CONDITIONS

1. Client : Ahmedabad Municipal Corporation
2. Consultant : Multi Media Consultants Pvt. Ltd.
3. Project Title : **Laying of Water Supply Distribution Network and Providing and Laying Sewerage Network in Different Chawls/Area with laying of Paver Block and RCC Road in Gomtipur Ward of East Zone in AMC area (Phase-II)**
4. Location : Ahmedabad
5. Nearest Railway Station/Town : Ahmedabad
6. Nearest Airport : Ahmedabad
7. Access Road : National Highway No. 8
8. Altitude : 49 M above MSL
9. Ambient Air Temperature : (a) Maximum : 47⁰ C
(b) Minimum : 4⁰ C
10. Rainfall : (a) Annual Average : 75 cms.
(b) June to September
11. Climatic Condition : Extreme : in winter, cold and
In summer, hot
12. Seismic Data : (a) Zone as per I. S. 1893 – Zone III
13. Ground water Table : As per Soil Exploration Data available

Signature of Contractor
Name :
Company's seal :
Date :

Addl. City Engineer (East Zone)
Ahmedabad Municipal Corporation

Date :

ANNEXURE – C.1.44 (D)

DEFECTS LIABILITY PERIOD AND REFUND OF SECURITY DEPOSIT

Sr.	Security Deposit & Retention Money	Amount of Retention money to be refunded on completion of work and certification issued by Engineer -In – Charge that effect	Remarks
1	5% of Contract value as Security Deposit.	Contractor shall provide a Bank Guarantee of 5% of Contract value, valid for 12 months, before start of work as security deposit. The Security deposit shall be released after completion and handing over of works by Contractor.	
2	2% from each running bill shall be deducted as retention money	The retention money shall be released at the time of final bill and certificate issued by Engineer in charge to that effect.	
3	Material Testing Fee 0.5% shall be deducted from every running bill of the contractor.	At the time of final bill, the amount deducted from each running bill shall be adjusted with the actual material testing fees and the balance amount, if any will be refunded to or recovered from the contractor.	
4	5% of contract value as Performance Bond	Performance Bond shall be submitted by the contractor after completion and handing over of work. Security deposit may also be converted into performance bond and shall be released after the defect liability period.	

The Defect Liability period shall be as under:

12 months after commissioning and handing over charge of entire works, as well as issuance of certificate of completion of Engineer in charge of entire work and certificate of completion to that effect is issued by Engineer-in-charge.

Signature of Contractor

Additional City Engineer (East Zone)

Name :

Ahmedabad Municipal Corporation

Company's seal :

Date :

Date :

C-2 : ADDITIONAL GENERAL CONDITIONS

SECTION : C-2

C.2.1 TAXES AND DUTIES ON INDIGENOUS MATERIAL

- C.2.1.1 All charges on account of Octroi, Terminal Entry Tax, Sales Tax, Excise Duty, etc and other duties on indigenous material obtained for the works from any source shall be borne by the contractor (subject to provisions made in the tender). As per the amendment of Sales Tax Act which came into force from Aug. 1985, Sales Tax on Works Contracts shall be paid by the Contractor and no reimbursement will be made by the Municipal Corporation for the same.

C.2.2 RATES FOR EXTRA ITEM

Please refer Clause No. 14.4 of Section – B2.

C.2.3 FINANCIAL BID

- C.2.3.1 Financial bid should not contain any condition or enclosures except the quoted item wise rates and the total amount for the work.

C.2.4 BILLS TO BE SUBMITTED MONTHLY

For the works costing above Rs. 10,00,000. Payment will be made once in month. However, another payment will be made as desired by contractor and as agreed by AMC.

C.2.5 MATERIAL TESTING

Necessary material testing shall be carried out by contractor at AMC laboratory or any other Government approved laboratory at his own cost as directed by Engineer-in-charge. The material testing fee at the rate 0.5% shall be deducted from every running bill of the contractor. This does not relieve contractor from his contractual obligations of making all the arrangements for taking samples during each concreting, curing for the specified period as per specifications, bring to the laboratory and keeping the necessary records as directed.

At the time of final bill, the amount deducted from each running bill shall be adjusted with the actual material testing fees and the balance amount, if any will be refunded to or recovered from the contractor.

C.2.6 CHILD LABOUR

The contractor shall not employ any child below 18 years of age. It is prohibited by Child Labour Prohibition and Regulation Act. 1986. Honorable Supreme Court has given guidelines and as per those guidelines, if child labour is employed on the work site, the contractor shall have to deposit Rs. 20000 (Rupees Twenty Thousand Only) in the child labour welfare fund. If the contractor refuses to deposit this sum, then the action will be taken for contempt of Supreme Court Judgement and also will be prosecuted by the concerned authority.

In case of provision of Child Labour Prohibition and Regulation Act, 1986 by the contractor and to that Municipal Corporation shall recover the amount from the contractor.

I/We hereby do certify that I/We have taken the above “Additional General & Technical Conditions” into account while bidding and have quoted our firm price accordingly.

Signature of Contractor

Additional City Engineer (East Zone)

Name :

Ahmedabad Municipal Corporation

Company's seal :

Date :

Date :

C-3 : SAFETY PROVISIONS

SECTION : C-3

- C.3.1 Suitable scaffolds shall be provided for workmen for all that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
- C.3.2 Scaffolding or staging more than 3.25 metres above the ground or floor, swung or suspended from an overhead support, or erected with stationery support, shall have a guard rail properly attached, bolted, braced, and otherwise secured at least 1 metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- C.3.3 Working platforms, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairway is more than 3.25 metres above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced as described in 2 above.
- C.3.4 Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 metre.
- C.3.5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 3 metres in length. Width between side rails in a rung ladder shall in no case be less than 30 cm for ladder upto and including 3 metres in length. For longer ladders, this width shall be increased by at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cm.
- C.3.6 Adequate precautions shall be taken to prevent danger from electrical equipment. No material on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law that may 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 suit, action or proceedings to any such person or which may with the consent of the Corporation be paid to compromise any claim by any such person.
- C.3.7 Excavation and Trenching : All trenches, 1.5 metres or more in depth, shall at all time be supplied with at least one ladder for each 30 metres in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 metre above

surface of the ground. Sides of a trench which is 1.5 metres or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 metres of edge of trench or half of depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstance shall undermining or undercutting be done.

C.3.8 Demolition : Before any demolition work is commenced and also during the process of the work :

- (a) All roads and open area adjacent to the work site shall either be closed or suitably protected.
- (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged.
- (c) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so over-loaded with debris or materials as to render it unsafe.

C.3.9 All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- (a) Workers employed on mixing asphaltic materials, cement and lime mortars/concrete shall be provided with protective footwear, hand gloves and goggles.
- (b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
- (c) Those engaged in welding works shall be provided with welder's protective eye-shields.
- (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (e) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
- (f) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the ages of 18 are employed on the work of lead painting, the following precautions shall be taken :
 - i. No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - ii. Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.

- iii. Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- C.3.10 When work is done near any place where there is a risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- C.3.11 Use of hoisting machines and tackle including their attachments, anchorage, and supports shall conform to the following :
 - C.3.11.1 (i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
 - (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be durable quality and adequate strength, and free from patent defects.
 - C.3.11.2 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold winch or give signals to operator.
 - C.3.11.3 In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated.. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
 - C.3.11.4 In case of departmental machine, safe working load shall be notified by the Engineer. As regards Contractor's machine, the Contractor shall notify safe working load of each machine to the Engineer whenever he brings it to site of work and get it verified by the Engineer.
- C.3.12 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

- C.3.13 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- C.3.14 These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Provisions shall be named therein by the Contractor.
- C.3.15 To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer or his representative and the Inspecting Officers.
- C.3.16 Notwithstanding the above provisions 1 to 15, the Contractor is not exempted from the operation of any other Act or Rule in force.

Signature of Contractor

Additional City Engineer (East Zone)

Name :

Ahmedabad Municipal Corporation

Company's seal :

Date :

Date :