

**GREATER HYDERABAD MUNICIPAL CORPORATION
DIRECTOR, URBAN BIODIVERSITY**

TECHNICAL SANCTION

S.O. No.01/2018-19

- 1 Name of work : **Retrieval of old Tree Guards for the year 2018-19 in GHMC.**
- 2 Amount of Estimate. : **Rs.66,45,300/-**
- 3 Administrative Sanction : **Approval of the Commissioner, GHMC vide in File No.PRK/OTH/NW/0009/2017/SR.ASST-1-PARKS Dt:02.04.2018.**
- 4 Remarks : **Technically sanctioned for Rs.66,45,300/- S.O. No.01 /2018-19, Dated:24.03.2018.**

**Director, Urban Biodiversity,
GHMC.**

TENDERER

Director, Urban Biodiversity, GHMC.

GREATER HYDERBAD MUNICIPAL CORPORATION

S.O. No.01/2018-19

NAME OF WORK: Retrieval of old Tree Guards for the year 2018-19 Greater Hyderabad Municipal Corporation.

OFFICER INVITING BIDS: Director, Urban Biodiversity, GHMC, Hyderabad.

ELIGIBILITY CRITERION:

Pre-requisites:

- (a) Bids are invited on the e-procurement platform for the above -mentioned work from All Iron Manufacturers & Workshop Contractors and registered with Small Scale Units for Fabrication Works. The details of Tender conditions and terms can be downloaded from the electronic procurement platform of Government of Telangana i.e. www.eprocurement.gov.in
- (b) Approximate Estimate Contract Value (E.C.V.) of work : **Rs. 66,45,300/-** Contractors would be required to register on the e-Procurement Market place “www.eprocurement.gov.in” and submit their bids online. The department will not accept any bid submitted in the paper form.
- (c) The Tenderer should have experience in fabrication works.
- (d) E.M.D. to be paid through on line for **Rs. 1,66,133/- (2 ½ %)** on ECV in favour of the Commissioner, Greater Hyderabad Municipal Corporation, Hyderabad, along with bids. Scanned E.M.D. Receipt may be uploaded with the bid document.
- (e) Period of completion of work : **2 months**
- (f) The contractor / firm should be registered under CGST. A copy of the registration should be uploaded with the tender document.
- (g) The bidders can view/ down load the tender documents from the <https://tender.telangana.gov.in/>.
- (h) Form of contract – Lump sum contract.
- (i) **ADDITIONAL SECURITY DEPOSIT** - In case the tenderer quotes more than 25 percent less percentage over ECV the tenderer shall pay Additional Security Deposit for the difference between the tendered amount and 75 percent of the estimated contract value towards ASD through Demand Draft drawn in favour of the Commissioner, GHMC and upload scanned copy of the Demand draft with the tender document. The successful bidder should handover the said Demand Draft to the Director, Urban Biodiversity, GHMC at the time of taking the Work Order.
Note: those who does not quote more than 25 percent less over the ECV, not required to pay the ASD.

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- (j) The successful bidder shall commence the work within stipulated time as communicated by the Director, Urban Biodiversity, GHMC or concerned officer either orally or in writing from the date of issue of work orders. If the successful bidder fails to commence the work in stipulated time the successful bidder will be debarred for a period of two years from participating in tenders of GHMC.**
- (k) Due to site conditions or field circumstances if the successful bidder is unable to commence the work within stipulated time, then the successful bidder shall report the same in writing to the Director, Urban Biodiversity, GHMC for further orders.**

1. Issue of Tender Documents : From 25.04.2018 @ 11.00 AM to 10.05.2018 @ 04.00 PM
2. Date and time for submission of tenders: From 25.04.2018 @ 11.00 AM to 10.05.2018 @ 05.00 PM
3. Time and date of opening of tenders : 11.05.2018 @ 11.00 AM
Price Bid

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless otherwise extended by an official notification or happen to be Public Holidays.

12. Procedure for submission of Bids:p

- (a) Bidders need to contact the Director, Urban Biodiversity, GHMC, Hyderabad for any information on e-Procurement.
- (b) Bidders need to register on the electronic procurement market place of Government of Telangana i.e., “www.eprocurement.gov.in”. On registration on the e-Procurement market place they will be provided with a user id and password by the system using which they can submit their bids online.
- (c) While registering on the e-procurement market Place, Bidders need to scan and upload the required documents as per the Tender requirements onto their profile.
The e procurement market place provides an on line self service registration facility to such of the contractors who are already registered with respective participating Departments for supply of specified goods and services. Such uploaded documents pertaining Technical Bid need to be attached to the tender while submitting the bids on line.
- (e) The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids, etc., through online in the standard prescribed in the tender documents, displayed at a market place. The bidders should upload the scanned copies of all the relevant certificates, documents, etc., in the e market place in support of their technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity.
- (f) Successful (L1) tenderer shall furnish the original hard copies of all the documents / certificates / statements up loaded by him before concluding agreement to the Director, Urban Biodiversity, GHMC, Hyderabad
- (g) The tenderer shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness / deviation noticed will be viewed seriously and apart from canceling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.
- (h) Steps for registration and submission of bids are described in detail in the “Bidders Training Booklet” available with the department as well as at the above web site.
- (i) Furnishing of hard copies by the tenderers before opening of the Price bids is dispensed with.

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- (j) The technical bid evaluation of the tenderers will be done on the certificates / documents uploaded through online only towards qualification criteria furnished by them.
- (k) The price-bids of such tenderers who are determined to have complied with the eligibility / qualification criteria, will only be opened.
- (l) The tenders will be opened by the Director, Urban Biodiversity, GHMC, Hyderabad or his nominee at his office in the presence of tenderers or their authorized representatives, on the dates mentioned in NIT. If the office happens to be closed on the dates, the opening of tenders gets automatically postponed to the next working date, the time being unaltered, unless extended by a notification published in News papers or sent through Fax / telegrams to all those who purchased the tender documents or by corrigendum placed in e-procurement market place.
- (m) Important Note :
The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by Digital Certificate of the bidder will not be accepted on the e-procurement platform.

13. Qualification Requirements and Submission of Bids: -

To qualify for consideration of award of the contract each tenderer should fulfill the following criteria

1. Attested copies of documents relating to Registration as Contractor, Partnership deed [in case of partnership firm], Articles of Association, **Commercial Tax Registration**. Proof of Registration under CGST. Furnishing of Income tax Certificate is dispensed with. However the contractors shall furnish their copy of Permanent Account Number (PAN) Card, Aadhar Card and copy of Latest Income tax returns submitted along with proof.
2. EMD shall be paid through online for **Rs.1,66,200/-** in favour of the Commissioner, Greater Hyderabad Municipal Corporation, Hyderabad.
3. The Tenderer is subjected to be black listed and the EMD forfeited if he is found to have misled or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of the works, litigation history and / or financial failures and /or participated in the previous tendering for the same work and had quoted unreasonable high bid prices.
4. Even while execution of the work, if found that the contractor had produced false/fake certificates of experience he will be black listed and the contract will be terminated.
5. All participants bidders shall pay 0.03% of ECV / Total Cost + GST applicable towards transaction fees at the time of Bid submission in the form of online payment to M/s. **TSTS**.

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INSTRUCTIONS TO TENDERERS

A. GENERAL

NAME OF WORK: **Retrieval of old Tree Guards for the year 2018-19 in Greater Hyderabad Municipal Corporation.**

Scope of work : **Retrieval of old Tree Guards for the year 2018-19 in Greater Hyderabad Municipal Corporation.**

Give brief description and location of work: **Retrieval of old Tree Guards for the year 2018-19 in Greater Hyderabad Municipal Corporation.**

List out Principal Components of the work.

- a) ECV put to tender. : **Rs. 66,45,300/-**
- b) Give breakup of cost of major items covered in the ECV.
- c) Period of completion. : 2 Months
- d) Rates adopted : Lowest quotations

- e) Details of provisions included in the ECV put to tender.
 - i) Seignorage charges : As per GO.MsNo.217, Dt. 29.09.04 and as per clause 100
 - iii) GST : ___%. as per GST Act

1.1 The Director, Urban Biodiversity, GHMC, Hyderabad invites tenders for the above works vide **NIT No. 01/DUB/epro/GHMC/2018-19**

Successful (L1) tenderer shall furnish the original hard copies of all the documents / certificates / statements up loaded by him before concluding agreement to the Director, Urban Biodiversity, GHMC, Hyderabad.

The tenders will be opened by the Director, Urban Biodiversity, GHMC, Hyderabad or his nominee at his office in the presence of tenderers or their authorized representatives, on the dates mentioned in NIT. If the Office happens to be closed on the dates, the opening of tenders gets automatically postponed to the next working date, the time being unaltered, unless extended by a notification published in News papers or sent through Fax / telegrams to all those who purchased the tender documents or by corrigendum placed in e-procurement market place.

1.2 The successful tenderer is expected to complete the work within the time period specified in the NIT.

2 Firms Eligible to Tender:

2.2 The Firms who

- i) Possess all conditions mentioned in the NIT and satisfy all the conditions therein.
- ii) Are not blacklisted or debarred or suspended by the Government for what ever the reason, prohibiting them not to continue in the contracting business.
- iii) Have complied with the eligibility criteria specified in the NIT are the eligible tenderers.

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2.3 Firms Ineligible to Tender:

- i) A retired officer of the Govt. of Telangana or Govt. of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.
- ii) The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.
- iii) The contractor himself or any of his employees is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- iv) The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
- v) Contractor shall not be eligible to tender for works in the division / circle where any of his near relatives are employed in the rank of Forest Range Officer/ Manager or Dy. Director, Urban Biodiversity and above on the executive side and Office Staff of and Audit section above on the administrative side. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted /Non-Gazetted, State Government Employees related to him. Failure to furnish such information tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

1. Sons, step sons, daughters, and stepdaughters.
2. Son-in-law, and daughter-in-law.
3. Brother-in-law, and sister-in-law.
4. Brothers and Sisters.
5. Father and Mother.
6. Wife / Husband.
7. Father-in-law and Mother-in-law
8. Nephews, nieces, uncle and aunts
9. Cousins and
10. Any person residing with or dependent on the contractor.

3 Qualification data of the Tenderers

3.1 The tenderer shall furnish the following particulars in the formats enclosed, supported by documentary evidence as specified in the formats.

- a) Check slip to accompany the tender (in Annexure-I).
- b) Attested copies of documents relating to the Partnership deed, Articles of Association, Commercial Tax / Registration, copy of PAN Card and Aadhar Card with proof of submission of I.T returns and Commercial Tax clearance certificate etc.

B) Each bidder should further demonstrate :

a) Availability (either owned or leased of the following key and critical equipment for this work.)

a) Availability of the Key personnel

- i. Technical Supervisor 1 No.

1 other equipment

as directed by the concerned officer of GHMC.

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3.2 Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and /annexures submitted in proof of the qualification requirements and/or
- Not turned up for entering into agreement, when called upon.
- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
- Participated in the previous bidding for the same work and had quoted unreasonably high tender percentage and
- Even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over invoking clause 61 of PS to TSSS.

3.3 Tenders with an excess of above 5% of the estimated contract value shall summarily be rejected.

3.4 For tenders up to 25% less than the estimate may be accepted, but for tenders which are Less by more than 25% of the estimate, a Bank Guarantee or Demand Draft for the difference between the tendered amount and 75% of the estimated contract value should be taken so that the tenderer leaves the work midway and the department is forced to call for tenders for the work once again, the Bank Guarantee or Demand Draft shall be used to finance the re-tendered work.

3.5 As per the profiteering prevention ordinance of 1943 as amended from time to time If the percentage quoted by a tenderer is found to be either abnormally high or within the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.

3.6 A tenderer submitting a Tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall percentage should be based on the controlled prices for the materials, if any, fixed by the Government or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause-6 of the hoarding and on similar principle in regard to labour supervision on the construction.

One or More Tenders per Tenderer:

4.1 Each Tenderer shall submit only one or more Tenders for the different works.

Cost of Tendering

5.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the tender inviting authority will in no case be responsible and liable for those costs.

6. Site Visit.

6.1 The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for construction of the work. The costs of visiting the site shall be at the Tenderer's own expense.

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B. TENDER DOCUMENT

7. Contents of Tender document.

7.1 One set of Tender document, comprises of the following:

Technical bid

- 1) Notice Inviting Tenders (NIT)
- 2) Instruction to Tenderers
- 3) Forms of Tender and qualification information
- 4) Conditions of Contract.
- 5) Specifications.
- 6) Forms of Securities. i.e., EMD, Additional Security etc.

Price bid

Bill of Quantities and Price bid.

8. Clarification on Tender Documents

8.1 A prospective Tenderer requiring any clarification on Tender documents may contact the Tender Inviting Officer at the address indicated in the NIT. The Tender Inviting Officer will also respond to any request for clarification, received through post.

9. Amendment to Tender Documents

9.1 Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.

9.2 Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall either be communicated in writing to all the purchasers of the Tender documents or notified in the News Papers in which NIT was published.

9.3 To give prospective Tenderers reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.

C. PREPARATION OF TENDERS

10. Language of the Tender.

10.1 All documents relating to the tender shall be in the English Language only.

11. Documents comprising of the Tender.

11.1. The bidders who are desirous of participating in e- procurement shall submit their technical bids, price bids etc., in the standard proscribed in the tender documents, displayed at e- market place. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in the e- market place in support of their technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

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After uploading the Technical/ Price Bid the original DDs are to be submitted by the bidder to the Director, Urban Biodiversity Projects, GHMC, Hyderabad so as to reach before the date of opening of price bids.

The tenderer shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness / deviation noticed will be viewed seriously and apart from canceling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.

The eligible/qualified bids will be opened on line by the Director, Urban Biodiversity Projects, GHMC at the time and date as specified in the tender documents. All the statements, documents, certificates, DDs etc., uploaded by the tenderers will be downloaded for evaluation. The clarifications, particulars if any required from the bidders will be obtained or in the conventional method by addressing the bidders. The bids will be evaluated against the specified parameters/ criteria, same as in the case of conventional tenders and the eligible / qualified bidders' price bids will be opened.

12. Bid Offer:

- 12.1 Bill of Quantities called Schedule "A" and the bid offer accompanies the tender document in single volume. It shall be explicitly understood that the Tender Inviting Officer does not accept any responsibility for the correctness or completeness of this schedule 'A' and this schedule 'A' is liable to alterations by omissions, deductions or additions at the discretion of the Director, Urban Biodiversity or Addl. Commissioner or as set forth in the conditions of the contract. The Schedule "A" shall contain the items of work indicated as Part-I and LS provisions as Part-II. The percentage quoted by the contractor shall be applicable only to Part-I. However, the provisions contained in the Part-II will be operable basing on the conditions provided in the Tender Document. The tenderers will have to state clearly their willingness to execute the work at certain specific percentage of excess or less or at par of the ECV indicated in Part-I at the space provided therein in Schedule 'A'. The L.S. amounts indicated in Part-II are maximum reimbursable amounts. The tenderer should however quote his lump sum tender based on this schedule of quantities. He should quote his offer as a overall tender percentage. The overall tender percentage should be written both in words and figures. The bid offers i.e., percentage shall be written both in figures and words legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, and rewriting duly initialing with date.
- 12.2 The Schedule-A (or Price-bid) contains not only the quantities but also the rates worked out by the Department and the amount for each item and total value of the estimated contract. The tenderer should workout his own rates keeping in view the work, site conditions and quote his overall tender percentage with which he intends to execute the work.
- 12.3 The bid offer shall be for the whole work and not for individual items / part of the work.
- 12.4 All duties, taxes, and other levies payable by the contractor as per State / Central Government rules, shall be included in the tender percentage quoted by the tenderer, however keeping in view the maximum reimbursable amounts specified in Part-II of Price bid.
- 12.5 The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.

13. Validity of Tenders:

- 13.1 Tenders shall remain valid for a period of not less than **three months** from the last date for receipt of Tender specified in NIT.

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- 13.2 During the above mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
- 13.3 In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his E.M.D. A Tenderer agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his E.M.D. for a period of the extension.

14. Earnest Money Deposit

- 14.1 The Tenderer shall pay the Earnest Money Deposit equivalent to 2½% of ECV through online in favour of the Commissioner, GHMC., A copy of the receipt shall be uploaded with the tender document.
- 14.2 The EMD of Tenderers will be returned no sooner the tenders are finalized or end date of the Tender validity period whichever is earlier.
- 14.3 The earnest money deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender
- 14.4 The E.M.D. shall be forfeited.
(a) If the Tenderer withdraws the Tender during the validity period of Tender.
(b) In the case of a successful Tenderer, if he fails to sign the Agreement for whatever the reason.
- 14.5 In consideration of the FRO or Manager or FSO or Dy. R.O / Dy. Director, Urban Biodiversity /Director, Urban Biodiversity undertaking to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest monies deposited by the tenderer will be forfeited to the GHMC in the event of such tenderer either modifying or with-drawing his tender at his instance within the said validity period of three months.

15. Signing of Tenders.

- 15.1 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A. holder will be rejected.
- 15.2 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be initialed by the person signing the Tender.
- 15.3 No alteration which is made by the tenderer in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be Recognized; and, if any such alterations are made the tender will be void and liable to be rejected without any reasons.

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D. SUBMISSION OF TENDERS

16. Submission of Tenders:

16.1 The tenderer shall invariably ensure that the following are furnished in hard copy to the tender receiving authority ie the Director, Urban Biodiversity, GHMC, Hyderabad one day before opening of Price Bid besides uploading them on line.

The tenderer shall invariably ensure that the following are uploaded on line.

- a) Check slip showing the requisite particulars/certificate that are enclosed under Annexure – I (Eligibility/Qualification information)
- b) Copy of contractor's registration certificate/empanelment under appropriate class with Government of Telangana.
- c) Copy of latest I.T. Return filed along with proof of receipt and copy of PAN Card
- d) Copy of Proof of Registration under CGST.
- e) The availability of critical equipment in Statement V.
- f) The availability of Key personnel in Statement.VI.
- g) The information and litigation history in Statement.VII

17. Deleted

18. Last date / time for Submission of the Tenders.

18.1 Tenders must be submitted as per the date and time specified in NIT.

18.2 The Director, Urban Biodiversity, GHMC may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the Director, Urban Biodiversity and the Tenderers will remain same as previously.

19. Late Tenders.

19.1 Any Tender received after the last date / time prescribed in NIT will be summarily rejected.

20. Modification to the Tender.

20.1 No Tender Document shall be modified / altered.

E. TENDER OPENING AND EVALUATION

21. Tender opening

21.1 The tenderers or their authorized representatives can be present at the time of opening of the tenders. Either the tenderer himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the tenderer is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee tenderer, reads out and record the deficiencies if any, which shall be binding on the tenderer.

21.2 The technical bid containing qualification requirements as per Annexure-I & II and Statement I to VII will be evaluated by the tender opening authority and the minutes are recorded which will be signed by the tender opening authority as well as tenderers or their authorized representatives present.

22. Clarification on the Technical Bid.

22.1 The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the tenderer.

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The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be **more than a week**.

- 22.2 The tenderer if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.

23. Examination of technical Bids and Determination of Responsiveness

- 23.1 The Director, Urban Biodiversity, GHMC will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer.
- 23.2 **If the technical bid of a Tenderer is not satisfying any of the eligibility criteria it will be rejected by the Director, Urban Biodiversity, GHMC.**
- 23.3 If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be void and liable to be rejected.

24. Price Bid Opening:

- 24.1 Only the Price Bids of qualified Tenderers whose technical Bids are found satisfying the eligibility criteria shall be opened in the presence of the qualified Tenderers or their authorized representatives present on the date and time fixed. The bid offers are read out and minutes recorded and the signatures of the Tenderers present are taken in the minutes.
- 24.2 The Price Bid of the Unqualified Tenderers will not be opened and kept in safe custody till the tenders are finalised and thereafter E.M.D. will be returned to the tenderers.
- 24.3 Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence conditions the Tender accepting authority shall communicate the same which will be binding both on the tender opening authority and the Tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.

25. Evaluation and Comparison of Price Bids

- 25.1 The Director, Urban Biodiversity, GHMC will evaluate and compare the price bids of all the qualified Tenderers.
- 25.2 Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalisation of tenders may be accepted by the tender accepting authority.
- 25.3 Deleted.

26. Discrepancy in Tender percentage quoted.

- 26.1 In case of any discrepancy between the overall tender percentage quoted in words and figures, the percentage quoted in words shall prevail. In case the tenderer has quoted overall tender percentage only in words and not in figures or vice versa, such tender shall be treated as incomplete and rejected.

27. Process to be Confidential.

- 27.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.
- 27.2 No Tenderer shall contact the Director, Urban Biodiversity, or any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Director, Urban Biodiversity, it should be done so in writing.
- 27.3 Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically

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experience. The authenticated agreements of previous works executed by the lowest tenderer shall be called for.

- 27.4 Tenders will be finalized by the Director, Urban Biodiversity / Additional Commissioner / Tender Committee for the works costing up to Rs.50.00 Lakhs. The tenders for the works costing more than Rs.50.00 Lakhs will be referred to Technical-Cum-Tender Committee along with technical bid evaluation for consideration. The Technical-Cum-Tender Committee shall scrutinize the tenders submitted by the Director, Urban Biodiversity, in accordance with the conditions stipulated in the tender document and in case any discrepancy of non-adherence to the conditions, the same shall be communicated which will be binding both on the tender concluding authority and contractor. In case of any ambiguity the decision taken by the Technical-Cum-Tender Committee on tenders shall be final.**

F. AWARD OF CONTRACT

28. Award Criteria

- 28.1 The Director, Urban Biodiversity, will award or recommend to the Competent tender accepting authority for award of the contract to the Tenderer who is found Technically qualified as per the Tender conditions and whose price bid is lowest.
- 28.2 The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.

29. Notification of Award and Signing of Agreement.

- 29.1 The Tenderer whose Tender has been accepted will be notified of the award of the work by the Director, Urban Biodiversity, prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the GHMC, Hyderabad will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").
- 29.2 When a tender is to be accepted the concerned tenderer shall attend the office of the Director, Urban Biodiversity, , on the date fixed in the Letter of acceptance. Upon intimation being given by the Director, Urban Biodiversity, of acceptance of his tender, the tenderers shall make payment of the additional security deposit wherever needed by way of Demand Draft obtained from a Nationalised / Scheduled Commercial Bank with a validity period of required months, and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the Director, Urban Biodiversity's office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the contractor and the Government shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the Government.
- 29.3 The successful tenderer has to sign an agreement within period of (7) days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

30. Corrupt or Fraudulent Practices

- 30.1 The Greater Hyderabad Municipal Corporation requires that the bidders / suppliers / contractors under GHMC financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government

TENDERER

Director, Urban Biodiversity, GHMC.

- (a) Define for the purposes of the provision, the terms set forth below as follows:
- (i) “corrupt practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution: and
- (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.
- (d) Further more, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

**FORMS OF TENDER
QUALIFICATION INFORMATION
QUALIFICATION INFORMATION**

Annexure –I

CHECKLIST TO ACOMPANY THE TENDER

S.No	Description	Submitted in Cover ‘A’	Page No. (see Note below)
1	2	3	4
1	Copy of E.M.D. receipt paid through online in favour of the Commissioner, GHMC.	Yes / No	
2	Transaction Fee through online payment	Yes / No	
3	Copy of required Experience Certificate	Yes / No	
4	copy of PAN Card, Aadhar Card and Copy of Latest valid Income Tax returns submitted along with proof of receipt.(optional)	Yes / No	
	Copy of Proof of Registration under CGST.	Yes / No	

Notes:-

- All the statements copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.
- The information shall be filled-in by the Tenderer in the checklist and statements V to VII, and shall be enclosed to the Technical bid for the purposes of verification as well as evaluation of the tenderer’s Compliance to the eligibility / qualification criteria as provided in the Tender document. All the Certificates, documents, statements as per check-list shall be submitted online by the tenderer.

TENDERER

Director, Urban Biodiversity, GHMC.

DECLARATION

I / WE have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated. I / WE hereby declare that, I / WE have not been blacklisted / debarred / Suspended / demoted in any department in Telangana State or in any State due to any reasons.

Signature of the Tenderer

TENDERER

Director, Urban Biodiversity, GHMC.

CONDITIONS OF CONTRACT
TENDER

Date:

To
The Director, Urban Biodiversity,
Greater Hyderabad Municipal Corporation,
Indira Park, Lower Tank Bund Road,
Hyderabad.

Sir,

I / We do hereby tender and if this tender be accepted, under take to execute the following work viz. –
“Retrieval of old Tree Guards for the year 2018-19 in Greater Hyderabad Municipal Corporation”
as shown in the drawings and described in the specifications deposited in the office of the Director, Urban Biodiversity, GHMC, Hyderabad with such variations by way of alterations or additions to, and omissions from the said works and method of payment as provided for in the “conditions of the contract” for the sum of
of Rupees
..... or such other sum as may be arrived under the clause of the standard preliminary specifications relating to “Payment on lump-sum basis or by final measurement at unit rates”

I/WE have also quoted percentage excess or less on E.C.V., in Schedule ‘A’ Part-I, annexed (in words and figures) for which I/We agree to execute the work when the lumpsum payment under the terms of the agreement is varied by payment on measurement quantities.

I/WE have quoted Percentage excess or less on E.C.V., in Schedule ‘A’ Part – I both in words & figures. In case of any discrepancy between the Percentage excess or less on E.C.V., in words and figures, the rates quoted words only shall prevail.

I/WE agreed to keep the offer in this tender valid a period of Three month(s) mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Government

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice. I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I/WE enclosed to my/our application for tender schedule a copy of receipt of online payment (No.....dated:.....) for Rs.....as earnest money not to bear interest.

I/WE shall not assign the contractor or sublet any portion of the same.

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Director, Urban Biodiversity, GHMC.

IF MY/OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier? If my/our tender is accepted the earnest money shall be retained by the Government as security for the due fulfillment of this contract. If upon written intimation to me/us by the Director, Urban Biodiversity's Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Director, Urban Biodiversity, or acceptance of my/our tender, and if I/We fail to enter into the required agreement as defined in condition-3 of the tender notice, then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

I/WE fully understand that the written agreement to be entered into between me/us and Government shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of Government.

TENDERERS / CONTRACTOR'S CERTIFICATE.

- (1) I/WE hereby declare that I/We have perused in detail and examined closely the Telangana State Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in the Officering Department of GHMC.
- (2) I/WE certify that I/We have inspected the site of the work before quoting my Percentage excess or less on ECV, I/We have satisfied about the quality, availability and transport facilities for red soil, Gravel, sand and other materials.
- (3) I/WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
- (4) I/WE hereby declare that I/We will pay an additional security deposit in terms of conditions 3.4 of Instructions to tenderers
- (5) I/WE hereby declare that I am/we are accepting to reject my tender in terms of condition 3.6 of instructions to tenderers
- (6) I/WE hereby declare that I/We will not claim any price escalation.
- (7) I/WE hereby declare that I am/We are accepting for the defect liability period as 45 days instead of 6 months under clause 28 of TSSS.
- (8)
 - a) I/WE declare that I/WE will procure the required materials including earth and use for the work after approval of the officer -in-Charge. The responsibility for arranging and obtaining the land for borrowing or exploitation in any other way shall rest with me/us for the materials for work, I/WE shall ensure smooth and un-interrupted supply of materials.
 - b) I/WE declare that I/WE will not claim any extra amount towards any material used for the work other than the quoted works for respective schedule 'A' items.
- (9) I/WE declare that I/WE will execute the work as per the mile stone programme, and if I/WE fail to complete the work as per the mile stone programme-I abide by the condition to recover liquidated damages as per the tender conditions.
- (10) I/WE declare that I/WE will abide for settlement of disputes as per the tender conditions.

DECLARATION OF THE TENDERER

- 1) I/WE have not been black listed in any department in Telangana State due to any reasons.

TENDERER

Director, Urban Biodiversity, GHMC.

- 2) I/WE have not been demoted to the next lower category for not filing the tenders after buying the tender schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.
- 3) I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

Address of the Tenderer:

Phone No.:

Fax No.:

CONTRACTOR

CONDITIONS OF CONTRACT

A. GENERAL

1. Interpretation:

- 1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The officer in charge will provide instructions clarifying queries about the conditions of Contract.
- 1.2 The documents forming the Contract shall be interpreted in the following order of priority:
 - 1) Agreement
 - 2) Letter of Acceptance, notice to proceed with the works
 - 3) Contractor's Tender (Technical bid)
 - 4) Conditions of contract
 - 5) Specifications
 - 6) Drawings
 - 7) Bill of quantities (Price-bid)
 - 8) Any other document listed as forming part of the Contract.

2. Officer-in-Charge's Decisions:

- 2.1 Except where otherwise specifically stated, the Officer-in-charge will decide the contractual matters between the Department and the Contractor in the role representing the Department.

3. Delegation:

- 3.1 The Officer-in-charge may delegate any of his duties and responsibilities to other officers and may Cancel any delegation by an official order issued.

4. Communications:

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

5. Sub-contracting:

- 5.1 No sub-Contracting or sub-letting is allowed.

6. Other Contractors:

- 6.1 The Contractor shall cooperate and share the Site with other contractors, Public authorities, utilities, and the Department. The Contractor shall also provide facilities and services for them as directed by the Officer-in-charge.

7. Personnel of Contractor:

- 7.1 The Contractor shall employ the required number of personnel.

TENDERER

Director, Urban Biodiversity, GHMC.

8. Contractor's Risks:

8.1 All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

9. Insurance:

9.1 The Contractor shall provide, in the joint names of the Department and the contractor, insurance cover from the Start Date to the end of the Defects Liability Period i.e., 2 ½ months after completion for the following events which are due to the Contractor's risks.

- a) Loss of or damage to the Works, Plant and Materials;
- b) Loss of or damage to the Equipment;
- c) Loss of or damage of property in connection with the Contract; and
- d) Personal injury or death of persons employed for construction.

9.2 Policies and certificates of insurance shall be delivered by the Contractor to the Officer-in-charge at the time of concluding Agreement. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.

- i) The contractor shall furnish insurance policy in force in accordance with proposal furnished in the Tender and approved by the Department for concluding the agreement.
- ii) The contractor shall also pay regularly the subsequent insurance premium and produce necessary receipt to the Officer-in-Charge, well in advance.
- iii) In case of failure to act in the above said manner the department will pay the premium and the same will be recovered from the Contractors payments.

9.3 Alterations to the terms of insurance shall not be made without the approval of the Officer-in-Charge.

10. Site Inspections:

10.1 The contractor should inspect the site and also source of materials, water and quote his percentage including quarrying, conveyance and all other charges etc.

10.2 The responsibility for arranging the land for borrow area rests with the Contractor and no separate payment will be made for procurement or otherwise. The contractor's quoted percentage will be inclusive of land cost.

11. Diversion of streams / Vagus / Drains.

Deleted

12. Power Supply.

Deleted

13. The works to be Completed by the Intended Completion Date:

13.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Officer-in-Charge, and complete the work by the Intended Completion Date.

14. Safety:

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

15. Discoveries:

Deleted

16. Possession of the Site.

16.1 The Department shall give possession of the site to the Contractor. If possession of a part site is given, the Department will ensure that the part site so handed over is amenable to carryout the work at site by the Contractor. The handing over of site shall be in accordance to the rate of progress of work as per the time schedule defined by rate of progress to be maintained.

TENDERER

Director, Urban Biodiversity, GHMC.

17. Access to the Site:

17.1 The Contractor shall provide the Officer-in-Charge and any person authorized by the Officer-in-Charge, access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

18. Instructions:

18.1 The Contractor shall carry out all instructions of the Officer-in-charge and comply with all the applicable local laws where the Site is located.

19. Settlement of disputes:

19.1 If any dispute of difference of any kind whatsoever arises between the department and the Contractor in connection with, or arising out of the Contract, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Officer-in-charge who shall, within a period of three days after being requested by the Contractor to do so, give written notice of his decision to the Contractor. Upon receipt of the written notice of the decision of the Officer-in-Charge the Contractor shall promptly proceed without delay to comply with such notice of decision.

19.2 If the Officer-in-Charge fails to give notice of his decision in writing within a period of three days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Officer-in-Charge, the Contractor may within three days after receiving the notice of decision appeal to the Department who shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the Department shall give notice of his decision within a period of three days after the Contractor has given the said evidence in support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the Department in respect of every matter so referred shall be final and binding upon the Contractor and shall forthwith be given effect to by the Contractor, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If the Department has given written notice of his decision to the Contractor and no claim to arbitration, has been communicated to him by the Contractor within a period of three days from receipt of such notice the said decision shall remain final and binding upon the Contractor. If the Department fail to give notice of his decision, as aforesaid within a period of three days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the contractor within three days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:-

SETTLEMENT OF CLAIMS:

Settlement of claims for Rs.50,000/- and below by Arbitration.

All disputes or difference arising of or relating to the Contract shall be referred to the adjudication as follows:

Sl..No	Value of Claim (Rs.)	Panel of Arbitrators.
a)	Upto 10,000/-	Director, Urban Biodiversity.
b)	Above 10,000/- And upto 50,000/-	a) Additional Commissioner (Parks)
c)	Above 50,000/-	They shall be decided by the Commissioner, GHMC

TENDERER

Director, Urban Biodiversity, GHMC.

The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

The arbitrator shall state his reasons in passing the award.

A reference for adjudication under this clause shall be made by either party to the contract within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment.

The relevant clauses of Telangana State detailed standard specification stand modified to the extent provided in this clause.

NOTE : Claim means all claims in that Contract.

B. TIME FOR COMPLETION

20. Program:

20.1 The total period of completion is _____ months from the date of entering with agreement to proceed including rainy season. Keeping in view, the schedule for handing over of site given in condition 24.4 of (II) e work should be programmed such as to achieve the mile-stones as in “Rate of progress statement” detailed below.

The attention of the tenderer is directed to the contract requirements as to the time for beginning the work the rate of progress and dates for the completion of the whole package and its several parts. **Time is the essence of contract.**

The above work shall be completed within _____ months from the date of conclusion of the Agreement. The following rate of progress will be required to be maintained by the contractor as a minimum. The date of commencement of this work will be the date of signing the agreement or the date of handing over the site, whichever is earlier. Contractor may give a separate time schedule for the completion of the whole work and the consideration will be given for accelerated programme. It is imperative that the work progresses well ahead of the rate of progress given below.

In addition to the penalties leviable under clause 60 (b) or preliminary specification to TS. standard specification (TSSS) for failure to maintain the rate of progress specified in the Agreement plus any extension of time that may have been allowed to the contractor as defined in clause 59, the Director, Urban Biodiversity, concerned / Officer shall have the right to levy penalty on the contractor, for non completion of work by the stipulated or contended date of completion of work and allowed to be done till contract is determined as per appropriate clauses of APSS.

Detailed programme in terms of collection of necessary materials and labour and in terms of finished items of work to confirmation of the above rate of progress shall be prepared and got approved by the Officer concerned which shall be strictly adhered to.

20.2 The attention of the tenderer is directed to the contract requirement at the time of beginning of the work, the rate of progress and the dates for the whole work and its several parts as per milestones. The following rate of progress and proportionate value of work done from time to time as will be indicated by the concerned Officer’s Certificate for the value of work done and completion of milestones will be required. Date of commencement of their programme will be the date for concluding agreement.

20.3 After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with them.

20.4 Rate of progress :

i) Work programme of achieving the milestones (Statement).

ii) Site. Schedule of programme of handing over Site to the Contractor. Mile stone programme will be drawn in consultation with the executing agency at the time of concluding agreement as detailed in clause of possession of site.

20.5 The contractor shall commence the works on site within the period specified under condition 11.1 to 11.3 above after the receipt by him of a written order to this effect from the Director, Urban Biodiversity and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Director, Urban Biodiversity, or be wholly beyond the contractor’s control.

20.6 Save in so far as the contractor may prescribe, the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, Subject to any requirement in the contract as to the order in which the works shall be executed, the Director, Urban Biodiversity, will, with the concerned Officer’s written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence proceed with the execution of the works in accordance with the programme if any, and otherwise in accordance with such reasonable

TENDERER

Director, Urban Biodiversity, GHMC.

proposals of the contractor as he shall by written notice to the Director, Urban Biodiversity, make and will from time to time as the works proceed, give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the execution of the works with due dispatch in accordance with the said programme or proposals as the case maybe; if the contractor suffers delay or incurs cost from failure on the part of the Director, Urban Biodiversity, to give possession in accordance with the terms of this clause, the Director, Urban Biodiversity, shall grant an extension of time for the completion of works.

20.7 The contractor shall bear all costs and charges for special or temporary way leases required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the work.

20.8 **Delays and extension of time:**

No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by the concerned Officer or by the office competent to sanction the extension, for unavoidable delays, such as may result from causes, which in the opinion of the concerned Officer, are undoubtedly beyond the control of the contractor. The Concerned Officer shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five per cent in excess or the actual working period so lost.

In the event of the Concerned Officer failing to issue necessary instructions and thereby causing delay and hindrance to the contractor, the latter shall have the right to claim an assessment of such delay by the Director, Urban Biodiversity, , whose decision will be final and binding. The contractor shall lodge in writing with the Concerned Officer a statement of claim for any delay or hindrance referred to above, within Five days from its commencement, otherwise no extension of time will be allowed.

Whenever authorized alterations or additions made during the progress of the work are of such a nature in the opinion of the Concerned Officer as to justify an extension of time in consequence thereof, such extension will be granted in writing by the Concerned Officer or other competent authority when ordering such alterations or additions.

21. Development Programme:

21.1 The Contractor shall furnish within three days of the receiving of order of the work a programme showing the sequence in which he proposed to carry out the work, weekly progress expected to be achieved, also indicating date of procurement of materials and other equipment if required. The schedule should be such that it is practicable to achieve completion of the whole work within the time limit fixed and in keeping with the Mile stone programme specified and shall obtain the approval of the Officer-in-charge. Further rate of the progress as in the program shall be kept up to date. In case it is subsequently found necessary to alter this program, the contractor shall submit sufficiently in advance the revised program incorporating necessary modifications and get the same approved by the Officer-in-charge. No revised program shall be operative without approval of Officer-in-charge.

21.2 The Director, Urban Biodiversity, , shall have all times the right, without any way violating this contract, or forming grounds for any claim, to alter the order of progress of the works or any part thereof and the contractor shall after receiving such directions proceed in the order directed. The contractor shall also report the progress to the Director, Urban Biodiversity, within 7 days of the Concerned Officer's direction to alter the order of progress of works.

21.3 The Contractor shall give written notice to the Officer-in-Charge whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order including a direction, instruction or approval is issued by the Officer-in-Charge within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

TENDERER

Director, Urban Biodiversity, GHMC.

22. Speed of Work:

22.1 The Contractor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Officer-in-Charge. The Officer-in-Charge may at any time in writing direct the contractor to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever, and the contractor shall comply with such orders of the Officer-in-Charge. The compliance of such orders shall not entitle the contractor to any claim of compensation. Such orders of the Officer-in-Charge for slowing down the work will however be duly taken into account while granting extension of time if asked by the contractor for which no extra payment will be entertained.

22.2 Delays in Commencement or progress or neglect of work and forfeiture of earnest money, Security deposit and withheld amounts:

If, at any time, the Officer-in-Charge shall be of the opinion that the Contractor is delaying Commencement of the work or violating any of the provisions of the Contractor is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the Articles of Agreement", he shall so advise the Contractors in writing and at the same time demand compliance in accordance with conditions of Tender notice. If the Contractor neglects to comply with such demand within three days after receipt of such notice, it shall then or at any time thereafter, be lawful for the Officer-in-Charge to take suitable action in accordance with Clause.60 of APSS.

23. Suspension of works by the Contractor:

23.1 If the Contractor shall suspend the works, or sublet the work without sanction of the Officer-in-Charge, or in the opinion of the Officer-in-Charge shall neglect or fail to proceed with due diligence in the performance of his part of the Contract as laid down in the Schedule rate of progress, or if he shall continue to default or repeat such default in the respects mentioned in clause.27 of the TSSS Officer-in-Charge shall take action in accordance with Clause 61 of TSSS.

23.2 If the Contractor stops work for 10 days and the Stoppage has not been authorised by the Officer-in-Charge the Contract will be terminated under Clause 61 of TSSS.

23.3 If the Contractor has delayed the completion of works the Contract will be terminated under Clause.61 of TSSS.

24. Extension of the Intended Completion Date:

24.1 The Officer-in-Charge shall extend or recommend for extension, in accordance with the Government orders in force, the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

24.2 The Officer-in-Charge shall decide whether and by how much to extend the Intended Completion Date within three(3) days of the Contractor asking the Officer for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

25. Delays Ordered by the Officer-in-Charge:

25.1 The Officer-in-Charge may instruct the Contractor to delay the start or progress of any activity within the Work.

26. Early Warning:

26.1 The contractor is to warn the Officer-in-Charge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Execution of Works.

26.2 The Contractor shall cooperate with the Officer-in-Charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Officer-in-Charge.

TENDERER

Director, Urban Biodiversity, GHMC.

27. Management Meetings:

- 27.1 The Officer-in-Charge may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the programme for remaining work and to deal with matters raised in accordance with the early warning procedure.

C. QUALITY CONTROL

28. Identifying Defects:

- 28.1 The Officer-in-Charge shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Officer-in-Charge may instruct the Contractor to verify the Defect and to uncover and test any work that the Officer considers may be a Defect.

29. Tests:

- 29.1 If the Officer-in-Charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the Contractor shall pay for the test and any samples.

30. Correction of Defects:

- 30.1 The Officer-in-Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins on Completion. The defect liability period shall be extended for as long as defects remain to be corrected by the Contractor.
- 30.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Officer-in-Charge's notice.

31. Uncorrected Defects:

- 31.1 If the contractor has not corrected the defect within the time specified in the Officer-in-Charge's notice, the Officer-in-Charge will assess the cost of having the defect corrected and the contractor will pay this amount.
- 31.2 The Officer-in-Charge may also introduce checklists, which shall be kept in Bound registers by the supervision staff. The contractor may be required to fill up these lists in the first instance and shall be subsequently checked by the Quality Control verifying agencies.

32. Quality Control:

In addition to the normal inspection by the regular staff in charge of work, the work will also be inspected by the any agency appointed by GHMC to check the Quality control or by the state or District level Vigilance cell unit and if any sub-standards work or excess payments are noticed with reference to measurement books etc., during the inspection, recoveries will be ordered based on their observation and these will be effected by the Concerned Officer in charge of the execution of the work. The final bill will be released after a certificate furnished by the Concerned Officer or any agency appointed by GHMC to check Quality Control concerned that the work has been executed as per standard specification.

If external agencies are engaged for conducting quality audit, the following methodology given below will be adopted.

- a) Before inspecting the work. The external agency will inform the Head of the department. It will conduct quality control tests as per the standard procedures in the presence of construction and quality control Officers and the contractor who is executing the work.
- b) The observations of the external agencies on the quality of the work will be recorded then and there and signatures of all the concerned obtained as a token of acceptance of the observations.

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D. COST CONTROL

33. Bill of Quantities:

- 33.1 The Bill Quantities shall contain items for the work to be done by the Contractor.
- 33.2 The Contractor is paid for the quantity of the work done at the estimate rate in the Bill of Quantities for each item plus or minus Tender percentage.

34. Supplemental Items:

- 34.1 The contractor is bound to execute all supplemental items that are found essential, incidental, contingent and inevitable during the execution of work, at the rates to be worked out as detailed below.
- 34.2 For all items of work in excess of the quantities shown in Schedule - 'A' of the tender the rate payable for such items shall be either the tender rate OR the sanctioned estimate rate for the item plus or minus the overall tender percentage accepted by the competent authority whichever is less.
- 34.3 For items directly deducible from similar items in the agreement, the rates shall be derived by adding to or subtracting from the agreement rate of such similar items. The cost of the difference in quantity of material or labour between the new items and similar items in the agreement, worked out with reference to the Forest Schedule of Rates adopted in the sanctioned estimate plus or minus the overall tender percentage.
- 34.4 For new items which do not correspond to any items in the agreement, the rate shall be Forest Schedule of Rates or SSR plus or minus the overall tender percentage.
- 34.5 The term Forest Schedule of Rates used in the sub clauses 1, 2, 3 & 4 above means the schedule of rates based on Unit rates of GHMC / Forest Schedule of Rates for for HUDA, GHMC & HMWS & SB for the year **2010-11.**, the sanctioned estimate was prepared.
- 34.6 For items of work other than those mentioned at 2 and 3 above and not listed in the FSR, payment will be made as per the actual cost of materials and labour plus or minus and tender percentage quoted thereon based on vouchers for the labour and materials employed. The rates of materials and labour paid actually will be adopted with reference to the rates of labour provided in the SSR. If the rates based on vouchers are unduly high, payment will be made in accordance with valuation by the department as per clauses 63 of PS to TSSS.

Note: The term 'estimate rate' used above means the rate in the sanctioned estimate with which the tenders are compared, or if no such rate is available in the estimate, the rate derived with reference to the schedule of rates adopted in the sanctioned estimate with which Tenders are compared.

35. Extra Items:

- 35.1 Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the Officer-in-Charge. The rates for extra items shall be worked out by the Concerned Officer as per the conditions of the Contract and the same are binding on the Contractor.
- 35.2 The contractor shall submit in writing to the Concerned Officer a statement of extra items if any that they have executed during the painting work, failing which the contractor shall not be entitled to claim any.
- 35.3 Entrustment of additional items:
 - 35.3.1 Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with bids and if the value of such items exceeds the limits upto which the officer is empowered to entrust works initially to contractor without calling for tenders, approval of **next higher authority** shall be obtained. Entrustment of such items on nomination shall be at rates not exceeding the estimated rates.
 - 35.3.2 Entrustment of the additional items contingent on the main work will be authorized by the officers upto the monetary limits upto which they themselves are competent to accept items in the original

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agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked out in accordance with the procedure (I) For all items of work in excess of the quantities shown in the Bill of Quantities of the Tenders, the rate payable for such items shall be estimate rates for the items (+) or (-) over all tender percentage accepted by the competent authority.

- 35.3.3 Entrustment of either the additional or supplemental items shall be subject to the provisions of the agreement entered into by a Competent Authority after the tender is accepted. The Additional Commissioner being the authority next higher to the Director, Urban Biodiversity, who entered into the agreement approves the rate for the items / variation in quantity in the current agreement. The items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

Note: It may be noted that the term Estimate Rate used above means the rate in the sanctioned estimate with which the tenders are accepted, or if no such rates is available in the estimate, the rate derived will be with reference to the Forest Schedule of Rates (or SSR) adopted in the sanctioned estimate with which tenders are accepted.

36. Payments:

36.1 Payment for the work done by the contractor will be made for the finished work based on the measurements recorded in measurement books by concerned officer and check measured by any officer not lower in rank than a Deputy Director, Urban Biodiversity. The measurement shall be recorded at various stages of the work done and also after work is completed. The contractor shall be present at the time of recording of each set of measurement and their check measurement and accept them then and there so as to avoid disputes at a later stage. If the contractor is not available at the work spot at the time of recording measurements or check measurements the particulars of measurements shall be signed by the authorised agent of contractor based on which the contractor shall accept the set of measurements without any further dispute. If any reason the contractor's authorized agent is also not available at site when the department decides to suspend the work recording of measurements in the absence of the contractor or his authorized representative the department shall not entertain any claim from the contractor for any loss incurred by him on this account. The Contractor shall however note that the Department cannot indefinitely wait for recording the measurement due to the absence of the Contractor and his authorized agent and check measure them even in the absence of the contractor.

36.2 Payments and Certificates:

36.2.1 On completion of the entire works the contractor will receive the 75 % of the work done value as final payment and the balance withheld money i.e 25% of the work done value will be paid after Quality Control Checks and after completion of work or as per the time schedule of the Agreement.

36.2.2 Any recovery or recoveries advised by the Government Department either state or central, due to non-fulfillment of any contract entered into with them by the contractor shall be recovered from the bill or deposits of the contractor.

36.2.3 No claim shall be entertained, if the same is not represented in writing to the officer- in-charge within 15 days of its occurrence.

36.2.4 The contractor is not eligible for any compensation for inevitable delay in handing over the site or for any other reason. In such case, suitable extensions of time will be granted after considering the merits of the case.

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- 36.2.5 Part rates shall be worked out for the work done portion based on the actual operations involved keeping in view the value of the balance work to be done, to avoid unintended benefit to the Contractor in initial Stage.
- 36.2.6 Full rate shall be paid when the work is completed to the full profile as noted in the agreement and drawings.
- 36.2.7 Where payment is intended for aggregates by Bill of Quantities item based on stack measurements, 10% of the quantity measured will be withheld. No payment or advance will be made for unfixed materials when the rates are for finished work in site.

37. Deleted

38. Certificate of Completion of works:

38.1 Certificate of Completion of works:

38.1.1 When the whole of the work has been completed and has satisfactory passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Officer-in-Charge accompanied by an undertaking to carryout any rectification work during the period of maintenance, such notice and undertaking shall be in writing and shall be deemed to be request by the Contractor for the Officer-in-Charge to issue a Certificate of completion in respect of the Works. The Officer-in-Charge shall, within (10) days of the date of delivery of such notice either issue to the Contractor, a certificate of completion stating the date on which, in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the Works which, in the Officer-in-Charge's opinion, required to be done by the Contractor before the issue of such Certificate. The Officer-in-Charge shall also notify the Contractor of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified there in. The Contractor shall be entitled to receive such Certificate of the Completion within twenty days of completion to the satisfaction of the Officer-in-Charge of the Works so specified and making good of any defects so notified.

38.1.2 .

39. Taxes included in the bid:

39.1 The percentage quoted by the contractor shall be deemed to be inclusive of the sales Tax (CGST) and other taxes on all materials that the contractor will have to purchase for performance of this contract.

40. Liquidated Damages:

40.1 If for any reason, which does not entitle the contractor to an extension of item, the rate of progress of works, or any section is at any time, in the opinion of the Director, Urban Biodiversity, , too slow to ensure completion by the prescribed time or extended time for completion Director, Urban Biodiversity, , shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Director, Urban Biodiversity, may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the Director, Urban Biodiversity, under this clause the contractor shall seek the Director, Urban Biodiversity, permission to do any work at night or on Sundays, if locally recognized as days or rest, or their locally recognized equivalent, such permission shall not be unreasonably refused.

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40.2 If the contractor fails to complete whole of the works or any part thereof or section of the works within the stipulated periods of individual mile stones (including any bonafide extensions allowed by the competent authority without levying liquidated damages), the Director, Urban Biodiversity, may without prejudice to any other method of recovery will deduct one tenth of one percent of contract value per calendar day or part of the day for the period of delays subject to a maximum of 5% of the contract value not as a penalty from any monies in his hands due or which may become due to the contractor. The payment or deductions of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

40.3 The liquidated damages for the whole of the work are will be filled up at the time of concluding agreement

Rs.	(amount per day)	
For milestone 1	Rs.	Per day
For milestone 2	Rs.	Per day
For milestone 3	Rs.	Per day

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.

41. Procurement

41.1 The percentage quoted for all items shall include cost and conveyance of all materials with all leads.

41.2 It will be the tenderers responsibility to satisfy himself that sufficient quantities of construction materials required for the works shall exist in the borrow areas or quarry sites. The Dept. does not accept any responsibility either in handing over the quarries or procuring the materials or any other facilities. The tenderer will not be entitled for any extra rate or claim for the misjudgment on this part for quantity and quality of materials available in the quarries.

41.3 Failure by the Tenderer to have done all the things, which in accordance with this condition he is deemed to have done, shall not relieve the successful tenderer of the responsibility for satisfactory completion of the works as required at the rates quoted by him.

41.4 The Contractor shall make his own enquiries regarding the availability of other materials and make his own arrangements for procuring them.

41.5 The materials for embankment construction shall be obtained and got approved by the Officer-in-Charge. The responsibility for arranging and obtaining the land for borrowing or exploitation in any other way shall rest with the contractor, who shall ensure smooth and uninterrupted supply of materials for the quantity required in construction during the construction period. No separate cost will be paid.

41.6 Similarly, the supply of aggregates for construction shall be of approved quality approved by the Concerned Officer. Responsibility of arranging uninterrupted supply of materials from the source shall be that of the contractor. No separate cost will be paid.

41.7 The Contractor has to open and develop the quarry for the stone and aggregate required. All incidental such as removal of over burden, stripping etc., in the quarry should be done by the contractor. The contractor shall make his own arrangements for maintaining the approach roads to quarry for conveying the materials to site of works.

41.8 The contractor's have to make their own arrangements for conveyance of water and storage at work site for construction purpose. No extra payment will be made to the contractor over and above their tender rates for water lead for storage arrangements.

41.9 The tenderer should inspect the site and check-up the possible water source for carrying out the entire work throughout the year in monsoon and non-monsoon seasons irrespective of the quantum

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of rainfall and quote their rates accordingly. No subsequent claim for extra water lead will be entertained under any circumstances.

41.10 The materials and labour utilized in the execution of work by the contractor shall not be less than that given in the T.S.P.W.D. standard data for the relevant item.

41.11 Layout of material stacks: The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the Officer-in-Charge. He shall submit for the approval of Concerned Officer, before starting work a detailed site survey clearly indicating positions and areas where materials shall be stacked and sheds built.

42. Securities:

42.1 The Earnest Money Deposit and Additional Security (for discount tender percentage beyond 25%) shall be provided to the Department not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank acceptable to the Department. The Earnest Money shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security shall be valid until a date 28 days from the date of issue of the certificate of completion

42.2 **Discount Tenders:** Tenders upto 25% less than the estimate rates may be accepted but for tenders less than 25% of the estimate rates, Demand Draft for the difference between the tendered amount and 75% of the estimate value shall have to be deposited with GHMC by the tenderer. If the tenderer leaves the works midway and the Department is forced to call for tenders for the work once again, caution money i.e. Demand Draft shall be used to finance the re-tendered work.

43. Cost of Repairs:

43.1 Loss or damage to the Works or materials to the Works between the Start Date and the end of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

44. Completion:

44.1 The Contractor shall request the Officer-in-Charge to issue a Certificate of completion of the Works and the Officer-in-Charge will do so upon deciding that the work is completed.

45. Taking Over:

45.1 The Department shall takes over the Site and the Works within seven days of the Officer-in-Charge issuing a certificate of Completion.

46. Final Account:

54.1 The Contractor shall supply to the Officer-in-Charge a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Officer-in-Charge shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Officer-in-Charge shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the final Account is still unsatisfactory after it has been resubmitted, the Officer-in-Charge shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the Contractor's revised account.

47. Termination:

47.1 The Department may terminate the Contract if the contractor causes a fundamental breach of the Contract.

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- 47.2 Fundamental breaches of Contract include, but shall not be limited to the following.
- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Officer-in-Charge.
 - b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
 - c) The Officer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Officer-in-Charge; and
 - d) The Contractor does not maintain a security which is required and
 - e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
 - f) If the contractor, in the judgement of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

- 47.3 Notwithstanding the above the Department may terminate the contract for convenience.
- 47.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secured leave the Site as soon as reasonably possible.

48. Payment upon Termination:

- 48.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Officer-in-Charge shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Department exceeds any payment due to the Contractor the difference shall be a debt payable to the Department.

49. Property:

- 49.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Department if the Contract is terminated because of Contractor’s default.

50. Release from Performance:

- 50.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Department or the Contractor the Officer-in-Charge shall certify that the contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS

51. Tools & implements:

The Contractor has to make his own arrangements for tools & implements required for the work at work sites, which are to be established by the Contractor.

52. Electrical Power:

The Contractors will have to make their own arrangements for drawing electric power from the nearest power line after obtaining permission from the Telangana State Electricity Board at his own cost. In case of failure of electricity, the Contractor has to make alternative arrangements for supply of electricity by Diesel Generator sets of suitable capacity at place of work. If the supply is arranged by the Department, necessary Tariff rates shall have to be paid based on the prevailing rates.

The contractor will pay the bills of Electricity Board for the cost of power consumed by him.

The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under rule –45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.

The power shall be used for bonafied Departmental works only.

52.1 Electric Power for Domestic Supply:

- a) The contractor has to make his own arrangements for the supply of electric power for domestic purposes and the charges for this purpose have to be paid by him at the rates as fixed by the Telangana State Electricity Board from time to time.
- b) The contractor will have to make his own arrangements to lay and maintain the necessary distribution lines and wiring for the camp at his own cost. The layout and the methods of laying the lines and wiring shall have the prior approval of the Officer-in-Charge. All camp area shall be properly electrified. All lines, streets, approaches for the camp etc., shall be sufficiently lighted for the safety of staff and labour of the contractor, at the cost of the Contractor and it will be subject to the approval of the Officer-in-Charge.

53. Land:

53.1 Land for Contractor's use:

The contractor will be permitted to use Government land for execution of work. The contractor shall have to make his own arrangements for acquiring and clearing the site, leveling, providing drainage and other facilities for labour staff colonies, site office, work-shop or stores and for related activities. The Contractor shall apply to the Department within a reasonable time after the award of the contract and atleast 30 days in advance of its use, the details of land required by him for the work at site and the land required for his camp and should any private land which has not been acquired, be required by the contractor for his use. The same may be acquired by the contractor at his own cost by private negotiations and no claim shall be admissible to him on this account.

The Officer-in-Charge reserves the right to refuse permission for use of any government land for which no claim or compensation shall be admissible to the contractor. The contractor shall, however, not be required to pay cost or any rent for the Government land given to him.

53.2 Surrender of Occupied Land:

- a) The Government land as here in before mentioned shall be surrendered to the Officer-in-Charge within seven days, after issue of completion certificate. Also no land shall be held by the contractor longer than the Officer-in-Charge shall deem necessary and the contractor shall on the receipt of due notice from the Officer-in-Charge, vacate and surrender the land which the Officer-in-Charge may certify as no longer required by the Contractor for the purpose of the work.

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- b) The contractor shall make good to the satisfaction of the Officer-in-Charge any damage to areas, which he has to return or to other property or land handed over to him for purpose of this work. Temporary structures may be erected by the contractor for storage sheds, offices, residences etc., for non-commercial use, with the permission of the Concerned Officer on the land handed over to him at his own cost. At the completion of the work these structures shall be dismantled site cleared and handed over to the Concerned Officer. The land required for providing amenities will be given free of cost from Government lands if available otherwise the contractor shall have to make his own arrangements.

53.3 Contractor not to dispose off Spoil etc. :-

The contractor shall not dispose off or remove except for the purpose of fulfillment of this contract, sand, stone, clay ballast, earth, trees and shrubs or other materials obtained in the excavation made or lying on the site of the work, and all such materials and produce shall remain property of the Government. The Department may upon request from the contractor, or if so stipulated in the conditions of the contract allow the contractor to use any of the above materials for the works either free of cost or after payment as may be specifically mentioned or considered necessary during the execution of the work.

54. Labour:

The contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

Labour importation and amenities to labour and contractor's staff shall be to the contractor's account. His quoted percentage shall include the expenditure towards importation of labour amenities to labour and staff;

The contractor shall, if required by the Officer-in-Charge, deliver to the Officer-in-Charge a written in detail, in such form and at such intervals as the Officer-in-Charge may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such information respecting Contractor's Equipment as the Officer-in-Charge may require.

54.1 Transportation of Labour:

The contractor shall make his own arrangement for the daily transportation of the labour and staff from labour camps colonies to the work spot and no labour or staff of the contractor shall stay at the work spot. No extra payment will be made to the contractor for the above transportation of the labour and his quoted percentage to the work shall include the transportation charges of labour from colonies to work spot and back.

The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor here by agrees to indemnify the department from and against all claims, penalties which may be suffered by the department or any person employed by the department by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.

As per Govt. memo No.721/Gr.(1)/81-35, dt:17.11.87. The contractor shall obtain the insurance at his own cost to cover the risk on the works to labour engaged by him during period of execution against fire and other usual risks and produce the same to the Concerned Officer concerned before commencement of work.

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55. Safety Measures:

- i. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the Concerned Officer or on his behalf from time to time and at all times.
- ii. Providing protective foot wear to workers situations like mixing and placing of mortar or concrete sand in quarries and places where the work is done under much wet conditions.
- iii. Providing protective head wear to workers at places like under ground excavations to protect them against rock falls.
- iv. Providing masks to workers at granulates or at other locations where too much fine dust is floating about and sprinkling water at frequent intervals by water hoses on all stone crushing area and storage bins abate to dust.
- v. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.
- vi. Taking such normal precautions like fencing and lightening in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, making danger areas for blasting providing whistles etc.
- vii. Supply work men with proper belts, ropes etc., when working in precarious slopes etc.
- viii. Avoiding named electrical wire etc., as they would electrocute the works.
- ix. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similar units are working.

56. Fair Wage Clause:

- i. The contractor shall pay not less than fair wages to labourers engaged by him on the work.
- ii. "Fair" wages means wages whether for time of piecework notified by the Government from time in the area in which the work is situated.
- iii. The contractor shall not with-standing the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the labourers had been directly employed by him.
- iv. In respect of labour directly or indirectly employed in the works for the purpose of the contractors part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the labourers to the satisfaction of the Concerned Officer.
- v. The Concerned Officer shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the "fair wages" clause to the workers.
- vi. The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt. from time to time without prejudice to his right to claim indemnity from his sub-contractors.
- vii. As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour department along with the tender or at the time of agreement.
- viii. Any violation of the conditions above shall be deemed to be a breach of his contract.
- ix. Equal wages are to be paid for both men and women if the nature of work is same and similar.
- x. The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Concerned Officer in writing.

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- xi. The tenderer shall comply with the Minimum Wages Act / rules framed or amended by the Government authorities concerned from time to time with respect to payments to the personnel / labour engaged by the tenderer.

INDEMNITY BOND

57. Indemnity Bond:

NAME OF WORK: Retrieval of old Tree Guards for the year 2018-19 in Greater Hyderabad Municipal Corporation.

I _____ contractor S/o. _____ aged _____ Resident of _____ do hereby bind myself to pay all the claims may come (a) under Workmen's Compensation Act. 1933 with any statutory modification there of and rules there under or otherwise for or in respect of any damage or compensation payable in connection with any accident or injury sustained (b) under Minimum wages Act 1948 (c) under payment of wages Act.1936 (d) under the Contractor labour (Regulation and Abolition) Act. 1970 by workmen engaged for the performance of the business relating to the above contract ie., Failing such payment of claims of workmen engaged in the above work, I abide in accepting for the recovery of such claims, effected from any of my assets with the departments.

58. Compliance With Labour Regulations:

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactment's and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to construction industry are given below. The contractor shall keep the Department indemnified in case any action is taken against Department by the competent authority on account of contravention of any of the provisions of any Act or rules made there-under, regulations or notifications including amendments. If the Department is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the contractor, the Officer-in-charge /Department shall have the right to deduct any money due to the contractor including his amount of performance security. The Department/Officer-in-Charge shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Department.

The employees of the Contractor and the Sub-contractor in no case shall be treated as the Department of the Department at any point of time.

59. Salient features of some major labour laws applicable to establishment engaged in buildings and other construction work:

- (a) Workmen compensation Act 1923: The Act provides for compensation in case if injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if any employee has completed 5 years service or more, or on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments, employing 10 or more employees.

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- (c) Employees P.F. and Miscellaneous provision Act 1952: The Act provides for monthly contributions by the Department plus workers @ 10% or 8.33%. The benefits payable under the Act are:
- (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.,
- (d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinements or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Department by Law. The Principal Department is required to take certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Department if they employ 20 or more contract labour.
- (f) Minimum wages Act 1948: The Department is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment construction of Buildings, Roads, Runways are scheduled employment.
- (g) Payment of wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made form the wages of the workers.
- (h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: The Act Is applicable to all establishments employing 20 or more employees. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per months or above and upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per monthly only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock- out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Department on matters provided in the Act and get the same certified by the designated Authority.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Departments. The Trade Unions registered under the act have been given certain immunities from civil and criminal liabilities.

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- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes, Employment Child Labour is prohibited in Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of service) Act 1979: The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- (o) The Building and Other Construction workers (regulation of Employment and conditions of service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Department of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Department to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 person or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

60. Liabilities of the Contractor:

- 60.1 Accident Relief and workmen compensation:
The contractor should make all necessary arrangements for the safety of workmen on the occurrence of the accident, which results in the injury or death of any of the workmen employed by the contractor, the contractor shall within 24 hours of the happenings of the accident and such accidents should intimate in writing to the concerned Asst. Officer / Asst. Concerned Officer of the Department the act of such accident. The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Govt. as a consequence of Govt. failure to give notice under workmen's compensation Act or otherwise conform to the provisions of the said Act. In regard to such accident.
- 60.2 In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII 23 whether by the contractor, by the Government it shall be lawful for the Concerned Officer to retain such sum of money which may in the opinion of the Concerned Officer be sufficient to meet such liability. The opinion of the Concerned Officer shall be final in regard to all matters arising under this clause.
- 60.3 The contractor shall at all times indemnify the Govt. of A.P. against all claims which may be made under the workmen's compensation act or any statutory modification thereafter or rules there-under or otherwise consequent of any damage or compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the contractor.

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61. Contractor's Staff, Representatives and Labour:

- (a) The contractor shall, at all times, maintain on the works, staff of qualified Officers, and Supervisors of sufficient experience of similar other jobs to assure that the quality of work turned out shall be as intended in the specifications. The contractor shall also maintain at the works, a Work Manager or sufficient status, experience and office and duly authorise him to deal with all aspects of the day-today work. All communications to any commitments by the Work Manager shall be considered as binding on the Contractor.
- (b) The Contractor shall at all times submit details of skilled and unskilled labour and equipment employed to the Officer-in-Charge in prescribed proforma as he may require to assess and ensure the proper progress of work.
- (c) If the contractor does not employ the technical person agreed to on the work a fine of Rs.25,000/- will be imposed. If he does not employ for 30 days, thereafter it becomes a fundamental breach of contract.

62. Accommodation and food:

The contractor should arrange accommodation he needs, at his own cost. The contractor shall make his own arrangements for supply of food grains, fuel and other provision to his staff and labourers including controlled commodities.

63. Relationship :

Contractor shall have to furnish information along with tender, about the relationship he is having with any officer of the Department, Government of Telangana State of the rank Assistant Officer and above engaged in the work and any officer of the rank of Assistant Secretary and above of the Department of Government of Andhra Pradesh.

64. Protection of adjoining premises:

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

65. Work during night or on Sundays and holidays:

The works can be allowed to be carried out during night, Sundays or authorised holidays in order to enable him to meet the schedule targets and the work shall require almost round the clock working keeping in-view:

- (i) The provisions of relevant labour laws being adhered to:
- (ii) Adequate lighting, supervision and safety measures are established to the satisfaction of the Officer-in-Charge and
- (iii) The construction programme given by the Contractor and agreed upon by the Officer-in-Charge envisages such night working or working during Sundays or authorised holidays.

66. Layout of materials stacks:

The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the Officer-in-Charge before starting work. A detailed survey, clearly indicating position and areas where materials shall be stacked and sheds built is to be conducted by the contractor at his own cost and only after obtaining necessary approval of the plan for use of sites by the Officer-in-Charge, the Contractor can use the sites accordingly.

67. Use of blasting materials:

Procurement of blasting materials and its storage is the responsibility of the contractor. The contractor shall engage licensed blaster for blasting operation. The contractor is to act in accordance with Indian Explosive Act and other rules prevailing, during the execution of work. It is the responsibility of the contractor to see, that works by other agencies in the vicinity are not

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hampered, in such cases if any claim is made by other agencies that should be borne by the contractor. Carriage of blasting materials, from the magazine to the work site, is the responsibility of the contractor.

68. Plant and Equipment:

- 68.1 The contractor shall have sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress on the work as per the approval progress schedule. The working and shifts hours shall comply with the Govt. Regulations in force.
- 68.2 It is to expressly and clearly understood that contractor shall make his own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and the department does not undertake responsibility towards their supply.
- 68.3 The department shall supply such of the machinery that may be available on hire basis but their supply cannot be demanded as matter of right and no delay in progress can be attributed to such non-supply of the plant by the department and the department cannot be made liable for any damage to the contractor. The Contractor shall be responsible for safe custody of the departmental machinery supplied to him (which will be delivered to contractor at the machinery yard at site of work) and he has to make good all damages and losses if any other than fire, wear and tear to bring it to the conditions that existed at the time of issue to the contractor before handing over the same to the department. The hire charges for the machinery handed over to the contractor will be recovered at the rate prevalent at the time of supply. The contractor will have to execute supplemental agreement with Concerned Officer at the time of supply of the machinery.
- 68.4 The acceptance of departmental machinery on hire is optional to the contractor.

69. Inconvenience to public:

The contractor shall not deposit materials at any site, which will cause inconvenience to public. The Officer-in-Charge may direct the contractor to remove such materials or may undertake the job at the cost of the contractor.

70. Conflict of interest:

Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of Officer-in-Charge, or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with Officer-in-Charge shall in addition to any criminal liability, which it may occur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. Officer-in-Charge shall then be entitled to deduct the amount, so payable from any money, otherwise due to the contractor under this or any other contract.

71. Contract documents and materials to be treated as confidential:

All documents, correspondences, decisions and orders, concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any unauthorised person.

72. General obligations of Contractor:

- 72.1 The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works in accordance with specifications and drawings.
- 72.2 The contractor shall promptly inform the Department and the Officer-in-Charge of any error, omission, fault and such defect in the design of or specifications for the works which are discovered when reviewing the contract documents or in the process of execution of the works.
- 72.3 If Contractor believes that a decision taken by the Officer-in-Charge was either outside the authority given to the Officer-in-Charge by the Contract or that the decision was wrongly taken, the decision shall be referred to the technical expert within 14 days of the notification of the Officer-in-Charge's decisions.

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72.4 Pending finalisation of disputes, the contractor shall proceed with execution of work with all due diligence.

73. Security measures:

- a) Security requirements for the work shall be in accordance with the Government's general requirements including provisions of this clause and the Contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and the staff and employees of his sub-contractors.
- b) All contractors' employees, representatives and sub-contractor's employees shall wear identifications badges provided by the contractor. Badges shall identify the contractor, showing and employee's number and shall be worn at all times while at the site. Individual labour will not be required to wear identification badges.
- c) All vehicles used by the contractor shall be clearly marked with contractor's name.
- d) The contractor shall be responsible for the security of the works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to maintenance of order on the site, provision of all lighting, fencing, guard flagmen and all other measures necessary for the protection of the works within the colonies, camps and elsewhere on the site, all materials delivered to the site, all persons employed in connection with the works continuously throughout working and non working period including nights, Sundays and holidays for duration of the contract.
- e) Other contractors working on the site concurrently with the contractor will provide security for their own plant and materials. However, their security provisions shall in no way relieve the contractor of his responsibilities in this respect
- f) Separate payment will not be made for provision of security services.

74. Fire fighting measures:

- a) The contractor shall provide and maintain adequate firefighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to destruction by fire of trees shrubs and grasses.
- b) Separate payment will not be made for the provision of fire prevention measures.

75. Sanitation:

The contractor shall implement the sanitary and watch and ward rules and regulations for all forces employed under this contract and if the Contractor fails to enforce these rules, the Officer-in-Charge may enforce them at the expenses of the Contractor.

76. Training of personnel:

The contractor, shall, if and as directed by the Officer-in-Charge provide free of any charge adequate facilities, for vocational training of Government Officers, students, Officers, supervisors, foremen, skilled workmen etc. not exceeding six in number at any one time on the contractor's work. Their salaries, allowances etc. will be borne by the Government and the training schemes will be drawn up by the Officer-in-Charge in consultation with the contractor.

77. Ecological balance:

- a) The contractor shall maintain ecological balance by preventing de-forestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operation as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. In respect of the ecological balance, Contractor shall observe the following instructions.

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- i) Where unnecessary destruction, scarring, damage or defacing may occur, as result of the operation, the same shall be repaired replanted or otherwise corrected at the contractor's expense. The contractor shall adopt precautions when using explosives, which will prevent scattering of rocks or other debris outside the work area. All work area including borrow areas shall be smoothed and graded in a manner to conform to the natural appearances of the landscape as directed by the Officer-in-Charge.
 - ii) All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the contractor's construction operation and equipment. The removal of trees and shrubs will be permitted only after prior approval by the Officer-in-Charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the contractor shall adequately protect such trees by use of protective barriers or other methods approval by the Officer-in-Charge. Trees shall not be used for anchorages. The contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs be restored as nearly as practicable without delay to their original condition at the contractor's expense.
 - (iii) The contractor's construction activities shall be performed by methods that will present entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Such pollutant and waste include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum products, aggregate processing, mineral salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Officer-in-Charge.
 - (iv) In conduct of construction activities and operation of equipment's the contractor shall utilise such practicable methods and devices as are reasonably available to control, prevent and otherwise minimise the air pollution. The excessive omission of dust in to the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregates and the contractor shall use such methods and equipment as a necessary for collection and disposal or prevention of dust during these operations. The contractor's methods of storing and handling cement shall also include means of eliminating atmospheric discharges of dust, equipment and vehicles that give objectionable omission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bushes, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.
- b) Separate payment will not be made for complying with the provisions of this clause and all cost shall be deemed to have been included in the unit rates and prices included in the contract if any provision is not complied with within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Officer-in-Charge at the cost of the Contractor, Orders of the Officer-in-Charge in this respect would be final and binding on the contractor.

78. Preservation of existing vegetation:

- a) The contractor will preserve and protect all existing vegetation such as trees, on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Officer-in-Charge. The contractor will be held responsible for all unauthorized cutting or damage of trees, including damage due to careless operation of equipment, stockpiling of materials or trekking of grass areas by equipment. Care shall be taken by the Contractor in felling tress

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authorised for removal to avoid any unnecessary damages to vegetation and tress that are to remain in place and to structures under construction or in existence and to workmen.

- b) All the produce from such cutting of trees by the contractor shall remain the property of Government and shall be properly stacked at site, approved by the Officer-in-Charge. No payment whatsoever, shall be made for such cutting and its stacking by the Contractor. If any produce from such cutting is not handed over to the Government by the contractor, he shall be charged for the same at the rates to be decided by the Officer-in-Charge. The recovery of this amount shall be made in full from the intermediate bill that follows.
- c) The contractor shall also make arrangements of fuel deposits for supply of required fuel for the labourer to be employed for cooking purpose at his own cost in order to prevent destruction of vegetation growth in the surrounding area of the work site.

79. Possession prior to completion:

The Officer-in-charge shall have the right to take possession of or use any completed part of work or works or any part thereof under construction either temporarily or permanently. Such possession or use shall not be deemed as an acceptance of any work either completed or not completed in accordance with the contract with in the interest of Clause 28 of APSS except where expressly otherwise specified by the Officer-in-charge.

80. Payment upon termination:

If the contract is terminated because of a fundamental breach of contract by the contractor, the Officer-in-Charge shall issue a certificate for the value of the work done less advance payment received upon the date of the issue of the certificate and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damages shall not apply. If the total amount due to the Department exceeds any payment due to the contractor the difference shall be a debt payable to the Department. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

81. Access to the contractor's books:

Whenever it is considered necessary by the Officer-in-Charge to ascertain the actual cost of execution of any particular extra item of work or supply of the plant or material on which advance is to be made or of extra items or claims, he shall direct the contractor to produce the relevant documents such as payrolls, records of personnel, invoices of materials and any or all data relevant to the item or necessary to determine its cost etc. and the contractor shall when so required furnish all information pertaining to the aforesaid items in the mode and manner that may be specified by the Officer-in-Charge.

82. Drawing to be kept at site:

One copy of the drawings furnished to the contractor shall be kept by the contractor on the site and the same shall at all reasonable time be available for inspection and use by the Officer-in-Charge and the Officer-in-Charge's representative and by any other persons authorized by the Officer-in-Charge in writing.

83. Site Order Book:

An order book shall be kept at the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Department Officer in direct charge of the work and by the contractor or by his representative. In important cases, the Concerned Officer or the Director, Urban Biodiversity, , will countersign the entries, which have been made. The order book shall not be removed from the work, except with the written permission of the Concerned Officer.

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84. Variations by way of modification, omissions or additions:

For all modifications, omissions from or additions to the drawings and specifications, the Concerned Officer will issue revised plans, or written instructions, or both and no modification, omission or addition shall be made unless so authorized and directed by the Concerned Officer in writing.

The Concerned Officer shall have the privilege of ordering modifications, omission or additions at any time before the completion of the work and such orders shall not operate to annul those portions of the specifications with which said changes do not conflict.

Officer-in-Charge's Decision:

It shall be accepted as in separable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specification, mode of the procedure and the carrying out of the work, the decision of the Officer-in-Charge, which shall be given in writing shall be binding on the contractor.

85. Income tax:

- a) During the course of the contract deduction of income tax at 2.24% shall be made from the gross value of each bill of the contract, the contract value of which is in excess of Rs.10,000/- for deduction of tax at rates lower than 2.24% procedure stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.
- b) Income Tax clearance certificate should be furnished before the payment of final bill.
- a) The contractor's staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

86. VAT (Value Added Tax):

86.1 Value added tax during the currency of the contract deduction towards Telangana State Value added tax Act 2005 according to which tax @ 4% has to be deducted at source, while making payments to the contractor.

86.2 The contractor should produce a valid VAT Clearance Certificate before the payment of the final bill, otherwise payment to the contractor will be withheld.

86.3 Recovery for NAC.

An amount of 0.25% of the gross bills will be deducted from contractors as their contribution to the National Academy of Construction, Hyderabad (As per G. O. Ms. No. 61, T. R&B (R.III) Dept., Dated:11.04.2000) and the contribution shall be divided between Chief Minister Relief fund and N.A.C.in the ratio of 0.15% and 0.10% respectively in accordance with GO.Ms.No.159, dt.30.10.2001 of T,(R&B) (R.III) Dept.

87. Supply of materials:

- i) The contractor has to make his own arrangements for procurements, supply and use of materials.
- ii) All materials so procured should conform to the relevant specifications indicated in the bidding documents.
- iii) The contractor shall follow all regulations of the Department/Government of India in respect of import licenses etc., of the procurement of the materials is through imports and he shall be responsible for the payment of applicable duties and taxes, port clearances, inland transportation etc.
- iv) The contractor shall make his own arrangements for adequate storage of the materials.

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TECHNICAL SPECIFICATIONS

1. The contractor shall identify the areas along with the concerned Circle Managers where ever old tree guards exists at various colonies / locations under GHMC limits in the areas/Circle /Zone as disclosed in the Work orders.
2. The Contractor shall remove the old tree guards from only the plants which are fully grown and does not require further protection by using gas cutter in presence of representative of GHMC.
3. The contractor shall re-fabricate tree guards as per the departmental gauge / specifications and supply the same to GHMC.
4. The contractor has to maintain stock of all the old tree guards retrieved.
5. The contractor shall transport the old tree guards retrieved to his private site / work shop where the tree guards are to be re-fabricated at his own expense.
6. The contractor shall not stock the old tree guards so retrieved in GHMC parks as it would cause damage to the parks.
7. The contractor shall not utilize GHMC parks for any purpose with regard to retrieval and re-fabrication.
8. The old tree guards so retrieved are solely the property of GHMC and shall be returned to GHMC after re-fabrication. Any material i.e., tree guards which cannot be re-fabricated shall have to be returned to GHMC failing to do so criminal action will be initiated against the contractor besides black-listing the firm/individual from GHMC.
9. GHMC has right to reject part or whole lot of tree guards for payment which have been retrieved and re-fabricated if they are not conforming to the departmental specifications. Such no. of tree guards which are rejected will have to be replaced by the contractor with new tree guards at his own expense.
10. The contractor shall enumerate the old tree guards along with the GHMC Officer concerned and only then shall proceed with the job of retrieval and re-fabrication.
11. If at any stage it is found that the tree guards retrieved is more when compared to tree guards supplied to GHMC, the contractor has to supply that many no. of new tree guards which have been supplied lesser. Failing to comply with these orders criminal action for misuse of Public property will be initiated against the contractor.
12. Required tools, implements, man power etc for successful completion of job has to be borne by the contractor.

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13. Inferior quality re-fabricated tree guards will be rejected summarily. That many tree guards have to be replaced by the contractor.
14. The tree guards retrieved after re-fabrication shall have to be numbered serially with paint and with “GHMC”, “” on them.
15. The tree guards retrieved and re-fabricated are liable for quality check as desired by GHMC.
16. Daily report with regard to no. of tree guards retrieved and the areas and other information has to be submitted to the concerned Officer of GHMC.
17. The decision with respect to quantity of tree guards to be retrieved lies with GHMC. The number may increase or decrease based on the availability of old tree guards on the field / areas / colonies in that Circle.
18. Quality ISI / ISO brand red oxide shall have to be applied to the old tree guards after re-fabrication before painting with desired paint as per departmental requirement.
19. All the paints which can be used for painting will be of I.S.I / ISO Brand. No discoloration should happen in rainy season also.
20. Two coats painting shall be done to the re-fabricated tree guards.
21. After painting if any discoloration occurs within six months the same should repaint it and it should be hand over to the concerned officer in good condition.
22. The payment will be made as per actual and after due certification by the concerned officer / Engineer concern.
23. The contractor shall bear all the charges for retrieval, transportation and re-fabrication and re-supplying the same to GHMC.
24. The rate is inclusive of all taxes, labour charges etc complete for finished product as per departmental specifications.

1.0 DISCREPANCIES:

- 2.1 In case of discrepancies between documents the following order of procedure shall apply:-
 - 2.1.1 Between the written description of written dimensions in the drawings and the corresponding one in the specifications, the latter shall apply.
 - 2.1.2 Figured dimensions shall supersede scaled dimensions. The drawings on a larger scale shall take precedence over those on a smaller scale.
 - 2.1.3 Drawings issued as revised / latest drawings from time to time shall supersede tender drawings and also the correspondence drawings previously issued.

Note: The contractor should not execute any component of work without obtaining the working drawings. Any work done without drawings shall be at the contractor’s responsibility only. Acceptance for such work will be at the discretion of the Concerned Officer.

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2.0 **SECURITY CLAUSE:**

The drawings and specifications made available to the tenderer shall exclusively be used on the work and they are retained from passing on each plan to any unauthorized hand either in parts or in full under the provisions of Section-3 and 5 of the official secrets Act 1923. Any violation in this regard will entail suitable action under appropriate clause or official secret Act 1923.

BILL OF QUANTITIES AND PRICE BID

NAME OF WORK: **Retrieval of old Tree Guards for the year 2018-19 in Greater Hyderabad Municipal Corporation.**

BILL OF QUANTITIES

PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the instructions to Tenderers, General and Special conditions of Contract Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide common basis for tendering. *The quantities here given are those upon which the lumpsum tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done.* The basis of payment will be actual quantities of work ordered and carried out as measured by the Contractor and verified by the Officer and valued at the estimate rate plus or minus tender percentage quoted in the Bill of Quantities where applicable, and otherwise at such rates and prices as the Officer-in-Charge may fix within the terms of Contract.
3. The estimate rates in the Bill of Quantities shall, except in so-far as it is otherwise provided under the Contract include cost of all constructional material, labour, machinery, transportation, erection, maintenance, profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The Tender percentage quoted by the tenderer shall hold good for execution of work even with altered plans.
5. The whole cost of complying with the provisions of the Contract shall be included in the estimated rates for items provided in the Bill of Quantities and where no items are provided in the Bill of Quantities, their cost shall be deemed to be distributed among the estimate rates entered for the related items of work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering estimate rate against each item in the Bill of Quantities.
7. The method of measurements of completed work for payment shall be in accordance with the relevant B.I.S. Codes & T. S. S. Specifications (MORTH).
8. All items of work are to be executed as per the drawings / specifications supplied with the contract documents.

If there is any contradiction between the drawings and the text of the specifications, the later shall prevail.

9. The quoted tender percentage shall also include the work of any kind necessary for the due and satisfactory construction, completion and maintenance of the works according to the drawings and

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these specifications and further drawings and orders that may be issued by the Officer-in-Charge from time to time. The quoted tender percentage shall include compliance by the Contractor with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications, all materials, machinery, plant, equipment, tools, fuel, water, strutting, timbering, transport, offices, stores, workshop staff, labour and the provision of proper and sufficient protective works, diversions, temporary fencing and lighting. It shall also include safety of workers, first aid equipment's suitable accommodation for the staff and workmen, with adequate sanitary arrangements, the effecting and maintenance of all insurance's, the payment of all wages, salaries, fees, royalties / Taxes, duties or other charges arising out of the execution of works and the regular clearance of rubbish, reinstatement and clearing-up of the site as may be required on completion of works safety of the public and protection of the works and adjoining land. The work of Building in quality control / assurance shall be deemed to be covered in the quoted percentage.

10. The Contractor shall ensure that, the quoted tender percentage shall cover all stages of work such as setting out, selection of materials, selection of construction methods, selection of equipment and plant, deployment of personnel and supervisory staff, quality control testing etc. The work quality assurance shall be deemed to be covered in the tender percentage.
11.
 - a) The special attention of the tenderer is drawn to the conditions in the tender notices wherein reference has been made to the Telangana State Standard Specifications [TSSS] and the Standard preliminary specifications containing therein. These preliminary specifications shall apply to the agreement to be entered into between the contractor and the Government of Telangana State and shall form an in-separable condition of the contract along with the estimate. All these documents taken together shall be deemed to form one contract and shall be complimentary to another.
 - b) The tenderer shall examine, closely the T.S.S.S. / MORTH/IRC/BIS Codes and also the standard preliminary specifications contained therein and sign the Director, Urban Biodiversity, , 's office copy of the TSSS / MORTH and its addenda volume in token of such study before submitting his overall tender percentage which shall be for finished work in-situ. He shall also carefully study the drawings and additional specifications and all the documents, which form part of the agreement to be entered into by the successful tenderer. The TSSS / MOST and other documents connected with contract such as estimate plans, specifications, can be seen on all working days in the office of the Director, Urban Biodiversity, GHMC, Hyderabad.
12. The tenderers attention is directed to requirements for materials under the clause 'materials and workmanship' in the preliminary specifications of TSSS. Materials conforming to the Bureau of Indian Standards specifications, TSSS etc., shall be used on the work and the tenderers shall quote his overall tender percentage accordingly.
13. The tenderer has to do his own testing of materials and satisfy himself that they conform to the specifications of respective I.S.I. Codes before tendering.
14. The contractor shall himself procure the required construction materials of approved quality including the earth for formation of embankment and water from quarries / sources of his choice. All such quarries / sources of materials required for the work shall be got approved by the Officer-in-Charge in writing well before their use of the work.
15. Inspection of site and quarries by the tenderer: Every tenderer is expected before quoting his overall tender percentage, to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, and availability of materials. The best class of materials to be obtained from quarries, or other sources shall be used on the work. In every case the materials must comply with the relevant standard specifications. Samples of materials as called for in the standard specifications or in this tender notice, or as required by the Concerned Officer, in any case, shall be submitted for the Concerned Officer's approval before the supply to site of work is begun.
16. The tenderers particular attention is drawn to the sections and clauses in the T.S. standard specification dealing with

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- a) Test, inspection and rejection of defective materials and work.
- b) Carriage
- c) Construction plant
- d) Water and lighting
- e) Cleaning up during the progress and for delivery.
- f) Accidents
- g) Delays
- h) Particulars of payments.

The contractor should closely peruse all the specification clauses, which govern the overall tender percentage he is tendering.

17. The estimate rates for items shown in the Schedule "A" include all construction materials. No escalation in rates will be paid unless specified in the tender document. The tenderer has to quote an overall tender percentage considering all the aspects of the tender to complete the finished item of work as per the FSR of , the special specifications appended, Drawings etc.
18. The contractor should use the excavated useful soils and stone for construction purpose. Soils used for construction either for homogeneous section in hearing or in casing zone based on the suitability will be at free of cost and the cost of stone used for construction purpose will be recovered from the contractor's bill.
The contractor should quote his tender percentage keeping in view of the above aspects.
19. Additions and alternations by the Tenderer in the Schedule of quantities will disqualify the tender.
20. In the case of discrepancies between the written description of the item in the Schedule "A" and the detailed description in the specification of the same item, the latter shall be adopted.
21. The Unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions or the contract as set-forth in the preliminary specifications of the T.S. standard specifications and other conditions of specification of this contract.
22. It is to be expressly understood that the measured work is to be taken according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Concerned Officer and the cost calculated by measurement or weight at their respective rates without any additional charge for any necessary or contingent works connected works connected herewith. The Percentage Excess or less on ECV quoted are for works in situ and complete in every respect.
23. For all items of work in excess of the quantities indicated the rates payable for such excess quantities will be tendered rates i.e., estimate rates plus or minus tender percentage.
24. For all items of work, intermediate payment will be made provisionally as per relevant clause. Full-accepted agreement rates will be paid only after all the items of works are completed.
25. The contractor is bound to execute all supplemental works that are found essential incidental and inevitable during execution of main work.
26. The payment of rates for supplement items of work will be regulated as under.
Supplemental items directly deductible from similar items in the original agreement.
The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the schedule of rates adopted in the sanctioned estimate with which the tenders are compared.
 - a) Similar items but the rates of which cannot be directly deduced from the original agreement.
 - b) Purely new items which do not correspond to any item in the agreement.
 The rate of all such items shall be estimated rates plus or minus overall tender percentage.

27. Entrustment of Additional Items

- a) Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with tenders and if the value of such items exceeds the limits upto which the officer is empowered to entrust works initially to

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contractor without calling for tenders approval of next higher authority shall be obtained. Entrustment of all such items on nomination shall be rates not exceeding the estimate rates.

- b) Entrustment of supplement items contingent on the main work will be authorised by the officers upto the monetary limits upto which they themselves are competent to accept items in the original agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked in accordance with the procedure prescribed in GO Ms.No.1493 PWD, dated: 25.10.1971 and as amended in Govt. Memo number 544 cod 72-22 dt:6.7.1973.
- c) Entrustment of either additional or supplemental items shall be further subject to the provisions under para 176(b) of TSPWD Code Viz., the items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

Note: It may be noted that the term estimate rate used above means the rate in the sanctioned estimate with which the tender's compared or if no such rate is available in the estimate the rate derived will be with reference to the schedule of rates adopted in the sanctioned estimate with which tenders are compared.

- 28. The cement concrete of M20 grade and above shall be invariably of design mix as per IS 456 of 2000. For the design mix concrete the exact quantities for cement, coarse aggregate and fine aggregate shall be as per mix design. Recovery for cement and aggregate quantities shall be made based on actual quantities used as per mix design i.e., the difference in cost of materials shall be deducted.
- 29. **Escalation:** No escalation in rates will be paid and the tenderer has to quote his percentage taking into account the period involved for completion of work.
- 30. **Contractor's Rates Inclusive of Royalties:** It shall be understood and agreed that contractor's percentage is to include all royalties and costs arising from patent trademarks and copyrights in any way involved in the work. Whenever the contractor requires to use any design device, materials or process covered by letter of patent or copy of right, tender shall indemnify and save the GHMC from any and all claims for the infringement by reason of the use of any such patented design device materials or process to be performed under the contract and indemnify the GHMC for any costs, expenses and damage which the department may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the work.
- 31. **Tenderer to Work Out His Rates:** The tenderer should work out his own rates, without reference being made to the GHMC estimated rates.

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BILL OF QUANTITIES

[Part-I]

NAME OF WORK: **Retrieval of old Tree Guards for the year 2018-19 in Greater Hyderabad Municipal Corporation.**

Sl. No	Approximate Quantity In figures/ words	Description of work	Specification No. / TSSS / BIS / MOST	Unit In figures / words	Estimate Rate In figures / words	Amount inRs.
		Schedule - A Enclosed				

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BILL OF QUANTITIES
Part-II

Details of Maximum amount reimbursable to the Contractor.

- | | | | |
|----|--|---|---|
| 1) | Towards Insurance premium | : | } |
| 2) | Towards Technical agent charges | : | |
| | One graduate Officer and One
Diploma Officer. | : | |
| | | : | } |

The tenderers are eligible for reimbursement of amounts towards insurance, and engaging technical personnel not exceeding the amounts indicated above, subject to production of insurance policies, copies of appointment order & payment voucher for technical personnel etc., failing to comply with the above, reimbursement shall not be allowed but suitable penalty shall be imposed for not engaging technical personnel and the Officer-in-Charge shall take insurance policy at the cost of Contractor duly deducting the premium from the Contractor bills. Contractor has to take the insurance policy in favour of the Department. The tenderers are also eligible for reimbursement of amount towards awareness meetings not exceeding the amount indicated above as per Government Memo No.14333/General/2004-1, dated 31-01-2005 of T&B Department.

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PRICE BID
[To be placed in the COVER -'B']

NAME OF WORK: Retrieval of old Tree Guards for the year 2018-19 in Greater Hyderabad Municipal Corporation.

4. Estimated contract value (in figures & words): Rs. 66,45,300/- (RUPEES SIXTY SIX LAKHS FORTY FIVE THOUSAND & THREE HUNDRED ONLY)

I Sri / Smt./M/s. do hereby express my willingness to execute the aforesaid work as per the conditions, standards, specifications, rules, regulations, etc., stipulated in the tender documents.

- a) At an overall tender percentage of (in figures).....
....(in words) **excess / less** over estimated contract value.
OR
- b) At estimate value.

SIGNATURE,
NAME OF THE TENDERER / AUTHORISED SIGNATORY.