

## **Greater Hyderabad Municipal Corporation, Khairatabad Zone**

Expression of Interest for Hiring of vehicle mounted litter picker machine with it's operation & maintenance for the period of 1year in Khairathabad zone,GHMC.

**February-2025**

## 1. Critical Date Sheet

S.NO	Event Description	Date &Time
1	Hiring of vehicle mounted litter picker machine with it's operation & maintenance for the period of 1year in Khairathabad zone,GHMC.	period of one year
2	EOI downloadable from website (Date &Time)	13/02/2025 @ 3.00 PM
3	Bid Due date / Bid Submission Start date	14/02/2025 @ 12.00 PM
4	Address for communication & submission of Bid	The Executive Engineer, Greater Hyderabad Municipal Corporation CIRCLE OFFICE, KHAIRTABAD, CIRCLE-17 KHAIRTABAD ZONE , HYDERABAD
5	Date & Time for opening of Technical Bid (Eligibility &Qualification Criteria)	17/02/2025 @ 12.00 PM
6	Date & Time of opening of Financial Bid	17/02/2025 @ 3.00 PM

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# INTRODUCTION

## **Background:**

The Greater Hyderabad Municipal Corporation covers an area of **625.00sq.kms.**with a population of 1.10 **Crores**. The metropolis accounts major portion of India's international trade and government's revenue, from being one of the foremost centers of education, science and technological research and advancement. The Hyderabad Metropolis has historic tradition of strong civic activism dedicated to the cause of a better life for all its citizens. And it's the Greater Hyderabad Municipal Corporation (GHMC), hereafter called the "corporation", the primary agency responsible for urban governance in Greater Hyderabad. GHMC (The Authority) is one of the largest local self-governments in the Asian Continent. In observance of historic traditions of strong civic activism, with the change in time and living conditions to match with the urbanization, GHMC has mainly focused in providing almost all kinds of engineering services viz, Hydraulics, storm water drain, sewerage, water supply projects, roads, bridges, solid waste management, and environmental services. Beside this, the GHMC is also providing dedicated services in various segments such as Health, Primary Education as well as the construction and maintenance of Public Markets and Slaughter Houses. It is to also submit that Collection and Transportation of municipal solid waste is one of the prime obligatory duties of Greater Hyderabad Municipal Corporation. There are large number of collection points in public places which at present are attended by Municipal and Private Contractor vehicles. These community collection points are temporary storage points for Municipal Solid Waste. However, sometimes citizen directly dumps the garbage at open and stubbing places which create shabby looks to surrounding. In order to maintain cleanliness and hygiene in such locations, it is necessary to clean this garbage spot promptly. Whereas, GHMC has install litter bins at various locations like foot paths, high footfall area,

gardens and commercial area etc. for pedestrian/citizens to discard the litter/waste. Due to lack of proper cleaning system, presently the cleaning and disinfection of such types of vulnerable locations/ spots and litter bins are carried out by deployment of manpower. The process of deployment of manpower involve the manual waste handling, time consuming, expensive and creates the health related issues to labour staff. To overcome this issue, it is intended to adopt modern technologies like Mechanize waste cleaning system, which is having ability to do zero manual waste cleaning/handling and disinfection of spot/bins, so that waste accumulated at such locations like vulnerable area or at public place and litter bins can collect and transport easily & rapidly. It is further submit that, during review meeting the Zonal Commissioner (KZ), GHMC along with all higher officials of GHMC it was instructed to hire a vehicle mounted litter picker machine with it's Operation & Maintenance for the period of one year to support field staff to adopt modern technologies like Mechanize waste cleaning system under Khairathabad Zone, GHMC .

Accordingly, a draft EOI document of Expression of Interest was prepared for Hiring of vehicle mounted litter picker machine with it's Operation & Maintenance for a period of one year under Khairatabad Zone, GHMC .

## **SCOPE OF WORK**

**Sub:-** “Hiring of vehicles mounted litter picker machines with its operation & maintenance for the period of 1year.”

### **Preamble:**

Collection and Transportation of M.S.W.is one of the prime obligatory duties of Municipal Corporation of Greater Hyderabad. There are large number of collection points in public places which at present are attended by Municipal and Private Contractor vehicles. These community collection points are temporary storage points for Municipal Solid Waste. However, sometimes citizen directly dumps the garbage at open and stubbing places which create shabby looks to surrounding. In order to maintain cleanliness and hygiene in such locations, it is necessary to clean this garbage spot promptly. Whereas, GHMC has install litter bins at various locations like foot paths, high footfall area, gardens and commercial area etc. for pedestrian/citizens to discard the litter/waste. Due to lack of proper cleaning system, presently the cleaning and disinfection of such types of vulnerable locations/ spots and litter bins are carried out by deployment of manpower. The process of deployment of manpower involve the manual waste handling, time consuming, expensive and creates the health related issues to labour staff. To overcome this issue, it is intended to adopt modern technologies like Mechanize waste cleaning system, which is having ability to do zero manual waste cleaning/handling and disinfection of spot/bins, so that waste accumulated at such locations like vulnerable area or at public place and litter bins can collect and transport easily & rapidly.

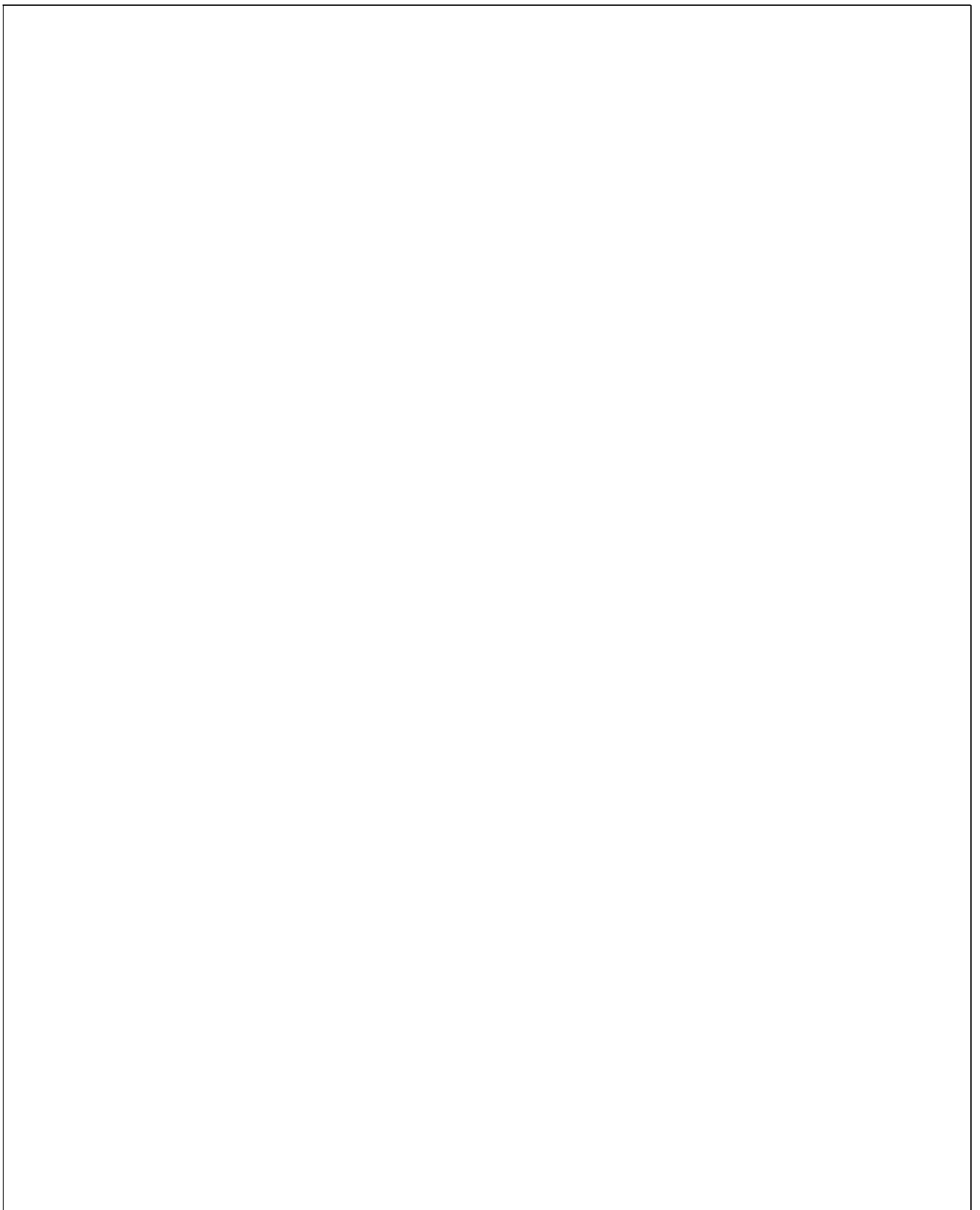
## **Specifications of Vehicle Mounted Litter Picker Machines:-**

- a) The Vehicle Mounted Litter Picker Machines shall adhere to the following specifications as a minimum. It should have rugged design of frame, powerful vacuum systems, suction fan, hydraulic system for efficient and quality performance and it shall generally be a Vehicle mounted machine suitable for run and use on small/narrow roads, main highways, and flyovers in usual traffic conditions, footpaths and inaccessible area.
- b) Vehicle Mounted Litter Picker Machines with vacuum suction system should be capable of picking of variety of refuse i.e. leaves, litter, plastic, papers, dirt, dust, sand, broken glasses, bottles, cans, coconut shells, pet bottles, floating matters in open drains, heaps of garbage from the inaccessible spot and roads.

The Vehicle Mounted Litter Picker Machines shall be mounted on Brand new suitable vehicular chassis of standard design. The system shall be capable of picking & guiding the solid waste into the collection hopper.

- c) The Vehicle Mounted Litter Picker Machines shall be provided with Sanitizer tank (with approx. 10 ltr capacity) with jetting arrangement which mounted on the machine to sanitize the dumped area after cleaning.
- d) Vehicle Mounted Litter Picker Machines shall have sufficient /adequate working lights on either sides as well as front & rear with proper signal system shall be provided in the machine for efficient working and safety during operation. High mounted top and indicator light flickering and rotating type shall be provided over top of operator's cabin(the tenderer shall check the RTO provision in this regards).If required, during the operation wearing reflective jacket &holding batten in hand shall follow the machine at a distance of approx. 10 ft. behind the vehicle.
- e) The refuse collection hopper shall be made of SS-304 material having minimum 1.4 Cu. Mtr. Capacity. The tipping shall be hydraulically controlled. The controlshallbeprovidedintheoperator'scabinatconvenientpositionforeasy operation.
- f) The hydraulic extendable / retractable boom relieves the load on the operator and the operation of the hose shall conveniently done by operator. The hose shall be maneuvered in most of directions required for suction operation. The hose shall reach distance around12-14 ft from the machine and beyond any parked vehicle (6 ft high) falling in operating zone.
- g) The boom shall reach a height upto 10 ft. and the hose length shall be extended by attaching additional hose using quick coupling.
- h) A wired remote with start stop button, voltage fuel indication shall be provided. For varying pressure generated inside the hose, a remote throttle control switch is provided to facilitate the operator for varying the rpm of engine remotely.





- j) The Solid handling capacity of the machine shall about 400 gms and 150 mm dia. i.e. it shall suck of type tender coconut shell easily.
- k) The hopper of machine shall tilted hydraulically to unload and garbage can be easily unloaded into the hopper of an SCV or Compactor from unloading height of around 6- -- ft.
- l)The exhaust outlet of the machine shall be provided at the top and has a 10 ppm cartridge filter is provided near the exhaust for preventing particulate matter from escaping.
- m) Details of the specifications shall be furnished by the tenderer as per format attached.
- n) The minimum specifications of the vehicle mounted litter picker machine is as mentioned below

SrNo.	Description	Specification
1	Type	Diesel Engine Operated Vehicle Mounted Dry &Wet waste suction Machine
2	Portability	LCV truck chassis mounted
3	Cleaning type	Both dry and wet waste
4	Gross Vehicle Weight	4000Kgto6000Kg
5	Length of the machine	3100mmtto3300mm
6	Width of the machine	1400mmtto1500mm
-	Height of the machine	1800mmtto2000mm
8	Operationofsuctionpump machinethrough	AuxillaryEngine
9	Max.airflowofsystem operational(lit/sec)	Minimum1400
10	Staticpressureatclosed inlet at hose mouth (vaccum)	Min.41.5milibar
11	Maximumairvelocityat hose(FeetPerMin.)	8900to9500FPM

12	Suction hose inner diameter	200to250mm
13	Suction hose with hydraulically operated boom length	18ft.to25ft.
14	Garbagecontainer/hopper capacitywithcompaction	1.4Cu.Mtrto1.5Cu.Mtr
15	Container/hopperMaterial	SS-304
16	OperatingArmrangle	240degree
1 --	CollectionMechanisms	Spillagefreeclosedcontainers
16	AuxiliaryengineHP	Min.20HP
18	Noise level during operation	Upto --5db
19	Dustfiltersystem	Cartridgewithalliedcomponent
20	Fueltankcapacity	Min.25Ltr.
21	GPSTrackingDevice	1 perMachine.
22	MachineWeight	1400to1600Kg

**Bidder has to give demonstration of vehicle mounted litter picker machine of above mentioned specifications before opening the price packet. If the performance of these machine found unsatisfied then their offer will be treated as non-responsive and price packet of the bidder will not be opened.**

- The Litter Picker Machine vehicle shall conform in all respects with provision contained in the Motor Vehicle Act and B.M.V. Vehicle Rules or to any other statutory modifications or re-enactments thereof from time to time.
- The contractor shall provide 1 nos of Fire Extinguisher of Min. 5 kg. Capacity (ABC Type).
- Cabin shall be provided with first aid box with requisite medicine.

**b. Inspection:**

- GHMC shall have rights to inspect and/or test the goods at any stage during the continuance of the contract.
- Tendered shall arrange to direct their technical representative to GHMC's works for demonstrating and commissioning of the goods, whenever GHMC calls for.
- The inspection of the machines shall be done prior to delivery at the contractor's works.
- The successful tenderer is required to do all such works, which are pointed out during the inspection to meet the GHMC's requirement as per specifications free of cost.
- The cost towards this inspection by inspection team of GHMC shall be borne by successful tenderer. Final inspection will be carried out after delivery at GHMC sites.

## **2. Designs, Drawings, Catalogues:-**

The Tenderer shall submit the designs, drawings, catalogues of the machines to be provided in this contract, along with the tender. Non submission of designs, drawings, and catalogues of the equipment will be treated as incomplete tender and will be liable for rejection.

**3. APPROVAL & SUBMISSION OF DRAWING:-**The successful tenderer shall submit the drawing of complete vehicle mounted litter picker Machine within 15days from the date of receipt of Letter of Acceptance. The drawing shall be got approved within 30 days from date of receipt of Letter of Acceptance.

## **4. Operation & Maintenance of Vehicle Mounted litter picker machines:**

Successful tenderer will be required to carry out the following works to render the services of Operation & Maintenance as described below:

### **(A) Operation:**

- i) The contractor shall note the user department, reporting place and work programme assigning authority.

**User Department-** Concern Deputy Commissioner/Zonal Commissioner (KZ), GHMC

**Reporting Place**–As directed by AMOH/Deputy Commissioner/Zonal Commissioner (KZ), GHMC,AHS of concerned ward.

**WorkProgramme**– AMOH/Deputy Commissioner/Zonal Commissioner (KZ), GHMC or AHS of concerned ward.

- ii) As the operation of Vehicle Mounted litter picker machine will be carried **out in 8 hours in a day**, it would be the responsibility of the successful tenderer to provide one skilled Driver having valid Driving License & one co-operator on each machine per shift on all the 365 days of the calendar year to cover availability for operation.
- iii) The work of operation shall be carried out in such a way that each machine shall work for **4 hours shift & 2 shifts** in a day thus total working of machine shall be 8 hours in a day.
- iv) AMOH/Deputy Commissioner/Zonal Commissioner (KZ), GHMC of ward will prepare/arranged the scheduled of utilization with the timings of shifts to operate these machines & successful bidder has to follow the instructions.
- v) The contractor shall take the instructions regarding the daily program of the Litter Picker Machine from Assistant Medical officer of Helath (AMOH GHMC) or their representative of respective wards.
- vi) The Contractor will maintain necessary operation and maintenance records, logheets, visit books, observation books, staff muster etc. and same shall be produced to GHMC authority on demand.
- vii) The log sheet in triplicate shall be maintained along with the Litter Picker Machine, log sheet shall include site details, Vehicle Registration no and one copy of the log sheet shall be submitted to the concerned office placing the indent / call every month. The signature of the responsible person at the end of journey shall be obtained by the driver without which the log sheet will be considered as invalid. If there are any corrections in the log sheets, the same needs to be authenticated and verified by officer or his authorized representative of concerned wards. If any log sheet is misplaced, duplicate log sheet shall be submitted with justification of officer or his authorized the representative of concerned wards.
- viii) These Vehicle Mounted litter picker machines shall be parked at the GHMC premises of that ward or near by GHMC garages with out any parkingcharges.

- ix) During the shift of 8 hours Driver and co-operator will be required to be available on machine.
- x) The driver and co-operator shall be available for all the 365 days always.
- xi) The successful tenderer will have to ensure each every Vehicle Mounted litter picker machine for their comprehensive insurance per year **at their own cost**. It may be noted that the successful tenderer will be paid as per his quoted offer only. The successful tenderer shall note that the tenderer will have to get them registered with the Labour Commissioner within 3 months from placement of work order/LOA.
- xii) Successful tenderer shall provide uniforms, safety gears, mobile facilities etc. to operator & co-operator
- Provision of uniforms-2 sets per year to each operator & co-operator
  - Provision of Helmets-1 Helmet to each operator & co-operator
  - Provision of mask-As per requirement
  - Safety shoes-1 pair per year to each operator & co-operator
- xiii) If driver/co-operator on the machine is absent then the penalty will be imposed as mentioned in schedule in penalty clause.
- xiv) If the above mentioned safety gears not provided to manpower deployed on machine then the penalty as mentioned in schedule in penalty clause.
- xv) The log sheets shall be provided by GHMC. The successful tenderer shall submit the computerized details of operation hours of the machine every month to the user department of ward without fail along with the bill.
- xvi) The fuel cost towards required for operation of Vehicle Mounted litter picker machine is required to be borne by Successful tenderer.
- xvii) It will be the responsibility of successful tenderer to have insurance coverage of their operating staff. They are requested to note that there will not be any reimbursement in this regards by GHMC.
- xviii) Refuse, litter, dust collected in collection container / compartment of Vehicle Mounted litter picker machine shall be directly unloaded into the small closed vehicle/compactor which will be provided by GHMC.
- xix) Deputy Commissioner/Zonal Commissioner (KZ), GHMC of the ward will arrange the small closed vehicle /compactor vehicle for unloading the garbage from Vehicle Mounted litter picker machine.

- xx) The bidder shall note that vehicles deployed under contract shall ply anywhere within GHMC limit if required. The contractor shall also provide services to adjoining Wards/zones/divisions as and when required by GHMC at the same rate quoted by him. In case GHMC intends to operate these Litter picker machines outside Hyderabad region in Disaster / Emergency Situation the staff shall be made available for the same.
- xxi) The contractor shall keep the Municipal Commissioner, their officers & servants harmless & indemnify them from & against all losses, damages, suits, cost charges, claims & demand whatsoever including claims under Workmen Compensation Act 1924, Fatal Accident Act 1885, their officers or servants may sustain, incurred or become liable to pay by reason or in consequences of any injury to any person or to any property either belonging to the GHMC or others, whether resulting directly through any accident or otherwise life or property while carrying out any work only due to negligence of Contractor & such damage/injury or loss of life or property shall be made good & / or as the case may be/shall be paid immediately by the contractor to the satisfaction in all respect of Municipal Commissioner.
- xxii) While in transit or during operation in no case, the Litter picker machines shall be parked along any of the municipal roads, service roads, by lanes, highways, freeways or the areas below the bridges or where parking is unauthorized.
- xxiii) The Programme for operation shall be given by GHMC and contractor shall strictly complete the programme. If the work demands operation of the equipment beyond one shift in a particular day, the contractor will be asked by AMOH(GHMC) of the ward to continue with the work and the programme shall be completed and remarks to this effect shall be obtained on the log sheet from AMOH(GHMC) of the ward. Also same shall be communicating with concern DC Concerned GHMC, KZ, GHMC.
- xxiv) The Cleaning of the garbage spot and litter bins shall be carried out in Day shifts, the litter picker machine if required shall also be operated in Night shifts.



- xxv) The Cleaning or collection of garbage spot shall consist of complete cleaning & disinfection of spot.
- xxvi) The successful bidder shall enter into an MOU with manufacturers/authorized after sales & service provider of the vehicle mounted litter picker Machine, during the entire contract period to safeguard against interruptions in service. The contractor should get all machines mentioned as per specifications certified in good operating condition after every six months during the entire contract period from the manufacturer/manufacturer's authorized service provider.
- xxvii) Payment is not admissible to the contractor when the litter picker machine is not in operation due to any reason.
- xxviii) **Painting:-**The under chassis parts and the portion shall be painted with anticorrosive black. Complete unit including cross and super structure member shall be painted with superior quality antirust paint. All the paint material shall confirm to ISI specifications and shall be of specified makes.

The cabin shall be painted with three coats of a shade equivalent to "DAWNGLOW" paint externally and a pleasant colour shade internally. The unit shall be sand blasted and painted with anti-corrosive primer before painting with two coats of polyurethane paint of ISI approved make. All necessary indicative labels shall be pasted on for easy operation. The rear body shall be painted from outside with shade equivalent to "pantone 3 --8C" and from inside with anti corrosive special black. The cabin shall be painted with three coats of Dulux /Equivalent grade PU based automotive paint externally & internally.

**(B) Maintenance of Vehicle Mounted litter picker Machines**

- a. The scope of work includes routine maintenance of the machines as per manufacturer's guidelines. Therefore, it covers day to day maintenance of machines with prescribed level of maintenance service, adjustments setting etc. The preventive maintenance shall be carried out in a required sequence for which sufficient number of trained personnel at each location shall be appointed who are fully conversant with operation and maintenance including mechanical, technical, electrical and hydraulic circuit system of the unit.
- b. The work includes comprehensive maintenance of the machine which involves routine, periodic, preventive maintenance along with accidental damages & breakdowns.
- c. The successful tenderer shall keep adequate essential parts/spares in their stock to render satisfactory services without any interruption.
- d. The spare parts once removed will have to be replaced within 24 hour failing which penalty will be applicable as mentioned in schedule in penalty clause.
- e. All the old removed parts shall be returned by the contractor.
- f. In case of major repairing & servicing, the successful bidder will have to arrange to take the vehicle into their workshop at their own cost. All the toll taxes required to be paid for transportation of machine will be paid by the successful tenderer.
- g. The successful tenderer /their authorized dealer shall have their own workshop within MMR region.
- h. The work also includes the cost of labour, all parts, accessories, etc.
- i. The replacement of such parts will be carried out by the successful tenderer under the proper supervision and as per the recommendations of the manufacturers.
- j. The Hydraulic Oil for replacement & topping up will have to be supplied by the successful tenderer.
- k. It will be necessary for the successful tenderer to submit periodical reports of the

Maintenance works carried out.

- l. The successful tenderer shall see that their representative attends to the site off aults regarding the vehicle mounted litter picker Machine within 3 hours. If he fails to do so a penalty will be applicable as mentioned in schedule in penalty clause.
- m. Any damages to the Municipal and other properties while carrying out the work shall be rectified by the successful tenderer free of cost
- n. GHMC will not be responsible for any human accident or hazard if occurred to the person of the contractor while carrying out the work.
- o. Since the operator of the machine will be driving, the damages resulting out of the MACT claims if any shall be borne by the successful tenderer.
- p. The successful tenderer shall bring their own tools and accessories for carrying out the work.
- q. If any machine remains in unrepaired condition for more than 48 Hours, penalty will be applicable as mentioned in schedule in penalty clause.
- r. In case of major repairing & servicing, the vehicle will be allowed to take in to their workshop of tenderer. If the Vehicle Mounted litter picker machine duly repaired in all respect is not delivered / returned, within -- days from the delivery, a penalty of Rs. 5000/- per day /unit will be recovered from the monthly bill.
- s. The successful tenderer will have to inspect and check all the components of Vehicle Mounted litter picker machine equipments daily. However, inspection report in triplicate shall be prepared weekly and same shall be submitted to Ward AE (GHMC). The program for the same will be submitted to the department in advance.
- t. According to the inspection report, the spare parts required for healthy maintenance of vehicle mounted machine shall be arranged in advance by the contractor.
- u. Sufficient stock of spare parts and consumables shall be maintained by the contractors.

- v. Astore room facility will be arranged by contractor at their own cost.
- w. The tenderer must quote the cost for above operation & maintenance contract for 1 year. If the tenderer fails to quote for the same, the tender will be rejected.
- x. Parts removed from the Vehicle Mounted litter picker machine unit for the purpose of maintenance shall be fitted duly repaired. In case, if the removed part is required to be replaced with new one, same shall be of Original make, capacity. If the removed part of same make is not available or outdated from the market, same shall be replaced with equivalent make and capacity. However, same shall be justified by the contractor and approved by respective Ward Asst.Engg(GHMC)/ Deputy Commissioner/ Zonal Commissioner (KZ), GHMC.
- z. Nothing in above in any way release the supplier from any warranty or other obligations under this contract.

**7. Registration Of Vehicle Mounted litter picker machine:-**

The tenderer will liaison with respective R.T.O. for registration of Vehicle Mounted litter picker machine in the name of respective Ex. Engineer (Tr) of the Division and deliver the R.C. Books and Fitness Certificates to respective garages & their copies to respective wards. The registration charges for registration of vehicles with R.T.O. will be borne by successful tenderer.

**8. The contract period:-**

**a) Supply of machines:-**The total contract period for delivery of Vehicle Mounted litter picker machine will be of 3months from the date receipt of LOA.

**b) Operation &Maintenance:-**1Yearfromdateofactualstartofwork.

**9.DELAYS IN THE CONTRACTOR'S PERFORMANCE**

Delivery of the Goods shall be made by the contractor in accordance within the time schedule as specified above.

1. An unexcused delay by the contractor in the performance of its delivery obligations shall render the contractor liable to any or all of the following sanctions:

- i) “forfeiture of its performance security,
- ii) Imposition of liquidated damages,
- iii) Termination of the contract for default”.

2. If at any time during performance of the contract, the contractor should encounter conditions impeding timely delivery of the Goods, the contractor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the contractor notice, the purchaser shall evaluate the situation and may at its discretion extend the suppliers time for performance, in which case the extension shall be rectified by the parties by amendment of the Contract.

#### **11. Vehicle Tracking System:-**

- The successful tenderer shall install VTMS & GPS units with allied IOT devices on the vehicle/machine.
- The tenderer shall confirm the VTMS&GPS devices with IT department and EE, Circle-17, KZ, GHMC department before installation on vehicle/machine.
- GHMC is free to ask to change the VTMS/GPS unit of revised specification or system to successful contractor if required.
- The contractor has to provide, install & maintain the Vehicle Monitoring system(VTMS) on the Litter Picker Machine.
- The VTMS & GPS unit with all IOT devices should be compatible with server & Software developed by GHMC. The devices will work in sync with the GHMC's VTMS software.
- The performance of the work will be evaluated on the basis of reports generated from VTMS & other IOT devices.
- If the VTMS is turned off, Rs.1000/- per day per unit will be imposed & levied in monthly bill.
- Due to technical problem like, low or out of network, unexpected damages of the GPS machine, if VTMS system could not show/generate data for 1 to 3 days, and contractor has completed the work by machine then the payment will release with sanction of AC wards put up through Zonal Commissioner, GHMC.
- If VTMS data should not show/generated for more than 4 days to a month & contractor has complete the work by machine then the payment for the said period will be released with sanction of officer not below the rank of Chief

Engineer or any other officer authorized by officer put up through Zonal Commissioner /Deputy Commissioner of Khairathabad Zone.

**12. Schedule Of Penalties**

Sr. No.	Description of Penalty	
1	Penalty if, the vehicle reported late (after scheduled time but within ½ hour of intimated reported time)	Rs.200/-per vehicle pershift
2	Penalty if, the vehicle reported late (after first ½ hour within 4 hrs of intimated reported time)	Rs.300/-per ½ hour pershift.
3	If co-operator on the machine is Absent	penalty of Rs. 500/- per co-operator/attendant will be imposed
4	Penalty for failure to attend collection Spot	Rs.500/-Per spot
5	Penalty for failure to spray disinfectant/sanitizer after cleaning of garbage spot/point.	Rs.500/-Per spot
6	Delay in submitting the detailed drawings of machine for approval; beyond 30 days from the date of Receipt of Acceptance Letter	Penalty of Rs.1,000/-per day
--	If the safety gears not provided to Manpower deployed on machine	penalty of Rs.500/-per man power per day will be imposed
8	If it is observed that that garbage is Unloaded at other than designated spot/site.	Penalty of Rs.10,000/- per such instance will be imposed.

9	Onfailingtoreplacesparepartsonce removedwithin24hours.	penaltyofRs.2000/-perday
10	Ifanymachineremainsinunrepaired conditionformorethan48Hours	penaltyofRs.500/-perhour/unit willbeimposed
11	Incaseofmajorrepairing& servicing, the vehicle will be allowedto take into their workshop of tenderer. If the Vehicle Mounted litter picker machine duly repaired in all respect is not delivered / returned, within -- days from the delivery	apenaltyofRs.5000/-perday/unit
12	VTMS/GPSMachinesnotinstalled	Rs.2000/-permachineperday
13	VTMS/GPSMachineturnedoff	Rs.1000/-perdaypermachine
13	Penaltyforanyotherlapsestowards Performanceofthecontract	
	(I)1 <sup>st</sup> instance	Rs.4,000/-perday
	(II)2 <sup>nd</sup> instance	Rs.10,000/-perday
14	Penalty for failure to provide “on MunicipalDuty”boardonthevehicle.	Rs.500/-pervehiclepershift
15	<b>MaximumPenalty</b>	<b>10%ofthemonthlybillamount.</b>

If it is observed that the contractors carrying out the work fail to comply with the instructions given by the Higher Authorities viz. Deputy Municipal Commissioner / Additional Municipal Commissioner / Municipal Commissioner level during execution of work, the work shall be terminated and shall be carried out at risk & cost of the Contractor and a penal action shall be taken against them. The decision of the higher authority of the rank of Chief Engineer and above shall be final and binding on the contractor and no arbitration whatsoever in this regard shall be allowed. In case of dispute, errors and omissions occurred in the tender at any point, advertently or

inadvertently, the provisions of Standard Bid Guidelines and Procurement Manual and the decision of the higher authority shall be final.

**12.PAYMENTTERMS:-**

**1)Supply of machines**

a) Payment for the supply of machines will be directly made to the successful bidder in Hyderabad (including chassis).90% of this payment will be made after successful commissioning of machines and remaining 10% payment will be released after completion of total contract period of operation & maintenance. However, the successful bidder shall submit a letter from the chassis manufacturer that the rate pertaining to the chassis are Special Government Rates.

**2)Operation& Maintenance of the machines**

a) The successful bidder has to maintain the Vehicle Mounted litter picker machine in excellent conditions throughout the contract period in order to safeguard the interest of GHMC and to ensure quality work etc.

b) AMOH/Deputy Commissioner / Zonal Commissioner (KZ), GHMC shall certify the payment for operation & maintenance will be made every month on submission of bills, after satisfactory working of equipment, within 30 days.

c) After certification, the contractor shall submit bills to division for the payment.



### **SPECIAL DIRECTIONS TO THE TENDERERS**

1. The Vehicle Mounted Litter Picker Machine supplied for hiring shall be capable to be used under all conditions continuously with no drop inefficiency or any illeffects on its components.
2. The Vehicle Mounted Litter Picker Machine supplied for hiring shall meet all relevant safety norms stipulated under IS or relevant standards.
3. It will be the responsibility of the tenderer to deliver the hired Vehicle Mounted Litter Picker Machines to GHMC
4. The Vehicle Mounted hired machine shall meet all the requirements as per Motor Vehicle Act 1988 and CMV rules1989.
5. The Vehicle Mounted hired machine shall be approved by competent authority i.e.ARAI/VRDE. The Type Approval certificate and other details shall be uploaded in Packet“B”Oran undertaking to the effect that the successful tenderer or their principal shall obtain the type 51 approval certificate from the competent authority viz. ARAI / VRDE etc. and produce the same before commencement of the work.
6. The contractor shall complete the programme given to him under all the possible circumstances excluding force majeure conditions. In case of failure to complete the programme, the user department shall impose the penalty as per the schedule. If,on receipt of request, the penalties imposed are to be reviewed, the user department shall take approval of the Asstt. Commissioner (Wards) through

AMOH/Deputy Commissioner / Zonal Commissioner (KZ), GHMC after examining the merit of the case vis-à-vis circumstances.

- . All the tools, tackles, equipment and material required for successful completion of job shall be provided by the contractor under this contract, at his own cost.
- 9. The contractor shall ensure that all the safe working methods are adopted and shall use suitable safety equipment while execution of work. Any mishap occurrence shall be fully to the account of contractor and GHMC shall not be responsible for it.
- 10. The staff employed shall be a good character. He shall not bear any criminal history.
- 11. The contractor shall ensure that his workmen work peacefully without causing any disturbance between themselves or with other agencies. The regular working shall not be disturbed. Any damage to Municipal property shall be recovered from the contractor along with the heavy penalty, as decided by the Chief Engineer (GHMC).
- 12. No accommodation for the work force of the contractor personnel or protection for his material shall be provided .The contractor shall make his own arrangement at his own cost.
- 13. The contractor shall extend full co- operation and interaction with other agencies at site, if involved.
- 14. No escalation in the cost, of whatsoever nature, will be allowed while completing these works.

# General Conditions of Contract

## A.General

### 1.Definitions

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

**The “Contract”** shall mean the tender and acceptance there of and the formal agreement if any, executed between the Contractor, Commissioner and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

**The Contract Data** defines the documents and other information which comprise the Contract.

**The Bidder** is a person or corporate body who has desired to submit Bid to carry out the Works, till the tender process is concluded.

**The “Contractor”** shall mean the individual or firm or company or JV firms whether incorporated or not, whose tender has been accepted by the employer and the legal successor of the individual or firm or company.

**The Contractor's Bid** is the completed bidding document submitted by the Bidder to the Employer.

**The “Contract Sum”** means the sum named in the letter of acceptance including Physical contingencies subject to such addition thereto or deduction there-from as may be made under the provisions hereinafter contained.

**Note:**The contract sum shall include the following –

- In the case of item rate contracts, the cost of the work arrived at after finalization of the quantities shown in schedule of items / quantities by the item rates quoted by the tenderer for various items and summation of the

Extended cost of each item.

- In case of lump sum contract, the sum for which tender is accepted.
- Special discount/rebate/trade discount offered by the tenderer if any and accepted by the Corporation.
- Additions or deletions that are accepted after opening of the tenders.

The “**Contract Cost**” means the Contract Sum. This cost shall be included in the letter of acceptance.

**A Defect** is any part of the Works not completed in accordance with the Contract.

**The Defects Liability Certificate** is the certificate issued by the Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

Drawings means all the drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation & maintenance manual and other technical information of like nature submitted by the Contractor and approved by the Engineer.

**The Authority** shall mean Greater Hyderabad Municipal Corporation (GHMC)

**The “Employer”** shall mean the Municipal Corporation for Greater Hyderabad / Municipal Commissioner for Greater Hyderabad, for the time being holding the said office and also his successors and shall also include all “Additional Municipal Commissioners, Director (Engineering Services & Projects)” and the Deputy Municipal Commissioner, to whom the powers of Municipal Commissioner, have been deputed under Section 56 and 56B of the Hyderabad Municipal Corporation Act.

**The Engineer in-charge** shall mean the Executive Engineer in executive charge of the works and shall include the superior officers of the Engineering department i.e. EE, Circle-17, KZ, GHMC. and shall mean and include all the successors in GHMC

**The Engineer's Representative** shall mean the Assistant Engineer, Sub. Engineer/Jr. Engineer in direct charge of the works and shall include Sub Eng./ Jr. Eng of Civil section/ Mechanical section/ Electrical section appointed by GHMC.

**The “Engineer”** shall mean the City Engineer / the Hydraulic Engineer / the Chief Engineer/the Special Engineer, appointed for the time being or any other officer or

officers of the Municipal Corporation who may be authorized by the commissioner to carry out the functions of the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer or any other competent person appointed by the employer and notified in writing to the Contractor to act in replacement of the Engineer from time to time.

**Contractor's equipment** means all appliances and things whatsoever nature required for the execution and completions of the Works and the remedying of any defects therein, but does not include plant material or other things intended to form or forming part of the Permanent Works.

**The Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

**The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works and works of routine maintenance.

**Plant** is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

**Routine Maintenance** is the maintenance of activities of the completed structure for five years as specified in the Contract Data.

**The "Site"** shall mean the land and other places including water bodies more specifically mentioned in the special conditions of the tender, on, under in or through which the permanent works or temporary works are to be executed and any other lands and places provided by the Municipal Corporation for working space or any other purpose as may be specifically designated in the contract as forming part of the site.

**Site Investigation Reports** are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

**"Specification"** shall mean the specification referred to in the tender and any

modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Engineer.

**The Start Date/Commencement Date** It is the date when the Contractor shall commence execution of the Works.

**Variation** means a change to the:-

- i) Specification and/ or Drawings (if any) which is instructed by the Employer.
- ii) Scope in the Contract which is instructed by the Employer.
- iii) Price in the Contract which is instructed by the Employer.

**The Works**, as defined in the Contract Data, are what the Contract requires the Contractor to carry out the work as per specifications.

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

## **2. Interpretation**

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.
- 2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3. The documents forming the Contract shall be interpreted in the following documents: (1) Agreement, (2) Letter of Acceptance, (3) Notice to Proceed with the Work, (4) Contractor's Bid, (5) Contract Data, (6) Special Conditions of Contract Part ( --) General Conditions of Contract Part I, (8) Specifications, (9) Drawings, (10) Bill of Quantities, and (11) Any other document listed in the Contract Data.

### **3. Engineer's Decisions**

3.1. Except where other wise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain prior approval of some other authorities for specific actions, he will so obtain the approval, before communicating his decision to the Contractor.

3.2. Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

### **4. Delegation**

The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other person(s), except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

### **5. Communications**

All certificates, notices or instructions to be given to the Contractor by Employer/ Engineer shall be sent on the address or contact details given by the Contractor of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as under taken by the postal service.

### **6. Subcontracting**

Subletting is not allowed.

## **7. Other Contractors:-**

- 7.1. The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 7.2. The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow and safety of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

## **8. Personnel**

- 8.1. The Contractor shall employ for the work and routine maintenance the key personnel including technical personnel named in the Contract Data or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.
- 8.2. The Contractor's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently and persists in any conduct which is prejudicial to safety, health or the protection of the environment.
- 8.3. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.
- 8.4. The Contractor shall not employ any retired Gazetteer officer who has worked in the Engineering Department of the GHMC /State Government and has either not completed two years after the date of retirement or has not obtained GHMC/State Government's permission to employment with the Contractor.



## **9. Employer's and Contractor's Risks**

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## **10. Employer's Risks**

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risk of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

## **11. Contractor's Risks**

11.1. All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

## **12. Insurance**

The contractor has to provide all relevant insurances for the machinery & his staff as per the governing laws. All expenses towards this shall be borne only by the contractor. GHMC shall be indemnified & absolved arising out of any issues & claims etc. out of this.

12.1 Contractor shall take necessary insurance policy, policies so as to provide adequate insurance cover for execution of the awarded contract work from the Director of Insurance Telangana State Hyderabad only. It's postal address for correspondences O/o Zonal Commissioner office, GHMC, Khariatabad, Hyderabad, Pincode: 500004 Insurance policy / policies taken out from any other company will not be accepted. The Contractor should produce the documents of insurance done before payment of 1st. bill. If the contractor fails to produce the documents of insurance. One percent of the contract amount will be recovered from the contractors 1st bill and remitted towards insurance premium.

## **13. Site Investigation Reports**

13.1. The Contractor, in preparing the Bid, may rely, at his own risk, on any Site Investigation Reports referred to in the Contract Data, supplemented by

Any other information available to him, before submitting the bid.

**14. Queries about the Contract Data**

The Engineer will clarify queries on the Contract Data.

**15. Contractor to Carry out the Works and Under take Maintenance (if specified in the tender)**

- 15.1. The Contractors shall carry out the Works in accordance with the Specifications and Drawings and as per instructions of the Engineer.
- 15.2. The Contractor shall carry out the works with maximum input of machinery required to ensure the quality of works as per specifications. The Contractor shall deploy the equipment and machinery as required in the contract.
- 15.3. The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the Contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and byelaws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in future by the State or Central Government or the local authority. Salient features of some of the major laws that are applicable are given below:

- The Water (Prevention and Control of Pollution) Act, 1974, this provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.
- The Air (Prevention and Control of Pollution) Act, 1981, this provides for

prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

- The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
- The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
- The Solid Waste Management Rules –2016 This provides for management & handling of solid Waste.
- BS-VI Emission Standards, this provides for emission standards of the vehicles to be used in the contract.

**16. The Works to be completed by the Intended Completion Date**

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works, if specified in the tender, in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

**17. Safety**

- 17.1. The Contractor shall be responsible for the safety of all activities on the Site. He shall comply with all applicable safety requirements and take care of safety of all persons entitled to be on the site and the works. He shall use reasonable efforts to keep the site and the works, during execution of works, clear of unnecessary obstruction so as to avoid danger to the persons.

The contractor shall provide all safety gear to his employees as specified in

The specifications of project under clauseno.6atPg.No.81-83.

1 --2. **First Aid Facilities:-**

- i. At every work place successful bidder shall provide and maintain first aid box of adequate capacity and it should be easily accessible during working hours.
- ii. The first-aid box shall be distinctly marked with are cross on white back ground.
- iii. Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- iv. Nothing except the prescribed contents shall be kept in the First-aid box.
- v. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- vi. A person in charge of the First-aid box shall be a person trained in First-aid treatment.

**18. Instructions**

18.1. The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

18.2. The Contractor shall permit the appointed and/or authorized persons to inspect the Site and/or accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed, if so required. The Contractor's attention is invited to Clause of 'Fraud and Corruption', which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under the Clause & constitute a obstructive practice subject to contract termination.

18.3. Engineer to have power to issue further drawings or instructions:

The Engineer shall have the power and authority from time to time and at all times to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and contemplated by the specifications, or may order any of the works contemplated thereby to be omitted,with orwithout the substitution ofanyotherworks in lieu

thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, added if needful, may order that other works shall be substituted instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract, as provided under condition no.10(a) hereinafter.

No work which radically changes the original nature of the Contract shall be ordered by the Engineer and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of Contract he shall nevertheless carry it out and disagreement as to the nature of the work and the rate to be paid therefore shall be resolved.

The time for completion of the Works, shall be in event of any deviations resulting in additional cost over the contract price being ordered, be extended or reduced reasonably by the Engineer. The Engineer's decision in this case shall be final.

#### **B. Time Control**

##### **19. Delays Ordered by the Engineer**

19.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totaling more than 30 days will require prior written approval of the DMC/AMC.

##### **20. Management Meetings**

20.1. The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for progress of the Works.

20.2. The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

#### **Quality Control**

##### **21. Identifying Defects**

21.1. The Engineer 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 Engineer may instruct the Contractor to search for a Defect

And test any work that the Engineer considers may have a Defect.

21.2. The Contractor shall permit the Employer's technical person(s) to check the Contractor's work and notify the Engineer and Contractor if any defects that are found.

**22. Correction of Defects**

22.1. The Engineer shall give notice to the Contractor of any Defects with respect to the equipment/vehicle/work during the contract period.

22.2. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

22.3. The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

**23. Uncorrected Defects and Deficiencies**

If the Contractor has not corrected a Defect under clause and deficiencies in works, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect or deficiency corrected, and the Contractor shall pay this amount, on correction of the Defect or deficiency by another agency.

**Cost Control**

**24. Variations**

The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmers produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

**25. Payments for Variations**

25.1. Even if rates for Variation items are not specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate.

25.2. The rate for Extra/Excess shall be governed by clause 10.A of Standard General Condition of Contract.

## **26. Payment Certificates**

The payment to the Contractor will be as follows:

- a. A bill shall be submitted by the Contractor monthly and the Engineer In-charge shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 30 days from the presentation of the bill.
- b. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.
- c. The value of work executed shall be determined, based on VTMS & such IT related systems developed by the GHMC.
- d. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- e. The value of work executed shall also include the valuation of Variations and Compensation Events.
- f. The Engineer may exclude any item certified in a previous certificate to reduce the proportion of any item previously certified in any certificate in the light of later information.
- g. The contractor shall submit all bills on the printed forms at the office of Engineer In-Charge. The charges to be made in the bills shall always be entered at the rates specified in tender.

## **27. Payments**

- 27.1. Payments shall be adjusted for deductions for advance payments, retention, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 15 days of the date of each certificate.
- 27.2. All sums payable by a contractor by way of compensation under any of these conditions, shall be considered as a reasonable compensation to be applied to the use of GHMC without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.
- 27.3. No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in the case of works estimated to cost more than Rs. One Thousand, the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work

than approved and passed by the Engineer In-charge, whose certificate of such approval and passing of the sums payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actual done and completed and shall not preclude the Engineer In-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the offering of any claim nor shall it conclude, determine or effect in any other way, the powers of the Engineer In-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Engineer In-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

**28.** The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor for not having given early warning or not having cooperated with the Engineer.

**29. Tax**

G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that GHMC will not bear any additional liability towards payment of any Taxes & Duties.

Wherever the Services to be provided by the Tenderers falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes / Duties / Cess other than GST, if any.

Rates accepted by GHMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes / any other levies / tolls etc. except that payment / recovery for overall market situation shall be made as per price Variation.

Chapter XXI - Miscellaneous, section 1 -- 1(1) of GST Act, 2017 -- governs the 'Anti Profiteering Measure' (APM)

As per the provision of this section, 'Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the



recipient by way of commensurate reduction in prices'

Accordingly, the contractor should pass on the complete benefit accruing to him on account of reduced tax rate or additional input tax credit, to GHMC. In this regards bidder shall mandatorily submit undertaking on Rs. 500 bond paper as per 'Special Annexure-II'.

**30. Currencies**

All payments will be made in Indian Rupees.

**31. Liquidated Damages**

Both, the Contractor and the Employer have agreed that it is not feasible to precisely estimate the amount of losses due to delay in completion of works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Employer and not by way of penalty, at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The Employer and the contractor have agreed that this is a reasonable agreed amount of liquidated damage. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

**E. Finishing the Contract**

**32. Completion of Work:-**

The Contractor shall request the Engineer to issue a certificate of completion of the works, and the Engineer will do so upon deciding that the works is completed. This shall be governed as per clause no.8 (g) of Standard General Conditions of Contract.

**33. Final Account**

Contractors should submit the final bill within 1 month of physical completion of the work.

