

VIJAYAWADA MUNICIPAL CORPORATION



Design, Supply, Delivery, Erection, Commissioning and Operation & Maintenance of ITS System & Signaling in BRTS Corridor.

**Chief Engineer
Municipal Corporation,
Vijayawada**

TENDERER

Vol-I - 1

**Chief Engineer
Municipal Corporation
VIJAYAWADA.**

VIJAYAWADA MUNICIPAL CORPORATION

Name of the Work: Design, Supply, Delivery, Erection, Commissioning and Operation & Maintenance of ITS System & Signaling in BRTS Corridor.

Table of contents

Chapter – I	EOI TENDER
Chapter – II	INSTRUCTIONS TO TENDERERS
Chapter - III	GENERAL CONDITIONS OF CONTRACT
Chapter - IV	SPECIAL CONDITIONS OF CONTRACT
Chapter – V	TERMS OF REFERENCE

ANNEXURES

Annexure – I	FORMS & SCHEDULES
---------------------	------------------------------

Name of the Work: Design, Supply, Delivery, Erection, Commissioning and Operation & Maintenance of ITS System & Signaling in BRTS Corridor.

1. The VMC intends to take up the work of “**Design, Supply, Delivery, Erection, Commissioning and Operation & Maintenance of ITS System & Signaling in BRTS Corridor**”.
2. Commissioner, Municipal Corporation, Vijayawada for and on behalf of the VMC hereby invites sealed tenders for the above work from firms registered under companies act, eligible registered contractors of Special Class in electrical as per G.O of AP State in similar or better capacity in any other state. Bidders will have to state clearly their willingness to execute the works at the gross lump sum Contract Value indicated at price Schedule. A higher-class contractor is allowed to tender for works falling in lower class without getting himself registered in the lower category.
3. The above work is being taken up under Jawaharlal Nehru National Urban Renewal Mission (JNNURM) to provide ITS & Signaling to the Bus Rapid Transit System (BRTS) corridor in Vijayawada city. Therefore the bidder should take up the work of design, supply delivery erection commissioning and operation & maintenance of ITS systems in BRTS corridor on turnkey basis and to be executed for the VMC on the basis of Schedule of lump sum rate Tender.
4. The works to be carried out include the following:
 1. Preparation of the designs, drawings, plans as per codes IE rules, manuals and the international codes.
 2. Site investigation
 3. Preparation of the electrical installations designs and the drawings with specifications and brand names of the materials.
 4. Preparation of the designs for ITS & Signaling designs and the drawings including back up batteries etc with specifications and makes.
 5. Testing and Commissioning of the system as per the norms.
 6. Operation and maintenance of the system for a period of Five years.
 7. Preparation of the work schedule, Bar charts etc to the work including milestones of the works.

8. Operation & maintenance schedule with consumables usage chart
9. Routine maintenance programme for the units with staff proposed for the O&M operations.
5. The total **period for completion of above work is four (4) months** from the date of site handing over to the successful bidder inclusive of monsoons.
6. Interested eligible contractors may peruse the RFP documents from office of the superintending Engineer, in any working days duly Paying the RFP cost of Rs.5000/- (non refundable) in the form demand draft drawn in favour of the commissioner municipal corporation Vijayawada payable at any nationalized bank and Rs.1250/- in favour of CTO, Vijayawada.
7. **An EMD of Rs.10,00,000/- (Rupees ten Lakhs only)** shall be submitted along with the RFP Tender. This can be submitted in the form of Crossed Demand Draft or a Bank Guarantee from a Nationalized Bank / Schedule Bank in India acceptable to VMC, in favour of. **Commissioner, Municipal Corporation, Vijayawada.** The EMD shall be valid for a period of 180 days from the date of submission of the tenders. In the case of Bids from a Joint Venture the BG should be in the name of all Joint Venture partners
8. The tenders will be received by the Chief Engineer, Municipal Corporation, Vijayawada or authorized officer. If the due date mentioned is a Government Holiday, tenders will be received and opened on the next working day at the same time.
9. Schedule for the RFP tendering is as follows.

Last date for submission of applications	-	31-07-2009 up to 3.00 P.M.
Issue of RFP Documents	-	From 25-07-2009 to 03-08-2009
Last date for submission of tenders	-	10-08-2009 up to 4.00 P.M.
Opening of tenders	-	10-08-2009 at 4.30 P.M.

The commissioner Municipal Corporation Vijayawada reserves the right to reject, cancels, postpone, and advance any tender or all the tenders at any stage without assigning any reason thereof. Any Tenderer shall have no cause of action or claim against the VMC or its officers, employees, successors or assignee for rejection of his tender.

**Chief Engineer
Municipal Corporation,
VIJAYAWADA.
Phone No. : 0866-2424338; Fax No: 0866-2423022**

TENDERER

Vol-I - 4

**Chief Engineer
Municipal Corporation
VIJAYAWADA.**

INSTRUCTIONS TO TENDERERS

The Tenderer is expected to examine carefully all the instructions, conditions, Terms of reference forms, terms, specifications, annexure, schedules and specification drawings in the Tender documents. Failure to comply the requirements of tender submission will be at the Tenderer's own risk. RFPs that are not substantially responsive to the requirements of the RFP Tender documents will be rejected.

Address for communication in the specified format.

The Contractor shall invariably furnish the original DD/BG to the Commissioner Municipal Corporation, **Vijayawada** before opening the price bid either personally or through courier or by post and the receipt of the same within stipulated time shall be the responsibility of the contractor. Department will not take any responsibility for any delay or non receipt.

The successful (LI) bidder shall furnish the original copies of all documents/ Certificates/ statements submitted by him **before concluding agreement**.

All the documents furnished in support of eligibility for the tender, should be attested by the tenderer.

A. GENERAL

IT 1. DESCRIPTION OF THE WORK

1.1 The works to be carried out include the following:

1. Reparation of the designs, drawings, plans as per codes IE rules, manuals and the international codes
1. Site investigation
2. Preparation of the electrical installations designs and the drawings with specifications and brand names of the materials.
3. Preparation of the designs for all unit's designs and the drawings including back up batteries etc with specifications and makes.
4. Supply delivery and fixing of the units .
5. Testing and Commissioning of the system as per the norms.
6. Operation and maintenance of the system for a period of Five years.
7. Preparation of the work schedule, Bar charts etc to the work including milestones of the works.

8. Operation & maintenance schedule with consumables usage chart
9. Routine maintenance program for the units with staff proposed for the O&M operations.

5. SOURCE OF FUNDS

- 2.1 The VMC intends to take up the above work with J.N.N.U.R.M financial assistance and VMC funds. It is intended that a portion of the proceeds of these deposits will be applied to eligible payments for the above work.

IT 3. ELIGIBILITY AND QUALIFICATION REQUIREMENTS

- 3.1 Commissioner, Municipal Corporation, Vijayawada for and on behalf of the VMC hereby invites sealed tenders for the above work from firms/companies registered under companies act, eligible registered contractors registered in any other State in similar or better capacity and are to be executed for the VMC on the basis of Schedule of lump-sum tender..

The Tenderers will have to state clearly their willingness to execute the works at the gross lump-sum Contract Value indicated at price Schedule. A higher-class contractor is allowed to tender for works falling in lower class without getting himself registered in the lower category.

- 3.2 Tenders submitted by a Joint Venture as partners shall comply with the following requirements:

- (a) the tender and in case of successful tender the Form of Agreement, shall be signed by all the Joint Venture Partners/Firms so as to be legally binding on all partners/firms of the Joint Venture;
- (b) One of the partners shall be nominated as being in-charge; and his authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge;
- (d) All the parties should be jointly and severally responsible for executing the works, if any awarded to them in accordance with the tender conditions. They should be jointly responsible for payment of any and all monies becoming payable to the

VMC consequent on non-fulfillment of the terms of contract, if any awarded by the VMC to the Joint Venture;

- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender. The Joint Venture agreement should categorically state that all the members are jointly and severally responsible to execute such work as may be awarded to the Joint Venture in strict compliance with all the terms and conditions of the contract within agreement period.
- (f) The parties should assign a specific name for the Joint Venture separate and distinct from the names of the constituents and the tender filed in such name and the tender signed by all parties.

3.3 Each Tenderer must enclose Latest Sales Tax Clearance Certificate from the appropriate authorities in the form prescribed therefore for the year 2009-10.

3.4 The Tenderer must produce the latest Income Tax Clearance Certificate.

The Sub-contractors / GPA holders experience shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

The bidder should furnish EMD of **Rs.10,00,000/-** (Rupees Ten Lakhs Only) either in the shape of Bank Guarantee or Demand Draft drawn in favour of Commissioner, Municipal Corporation, Vijayawada payable at any nationalized Bank in Vijayawada.

Qualification Criteria (Documents and schedules to be completed and certified as required and enclosed in Sealed Cover 'A' of the Tender)

3.5 *a) Past Experience:*

The Tenderer shall have executed the minimum quantities of work as stated below.

Experience relating to the works executed in any State / Central Government Departments, or State/Central Undertakings / Boards / Corporations, Municipalities and Municipal Corporations, Urban Development Authorities will only be considered. The past performance of the tenderer is established from record of successful execution and completion of similar type of works in time and in workman like manner. For this purpose testimonials etc., from clients for whom the applicant had executed similar type of works during the past five years and having present worth equal to or higher than minimum amount indicated below will have to be submitted by the tenderer and where necessary reference will be made to previous clients.

Tenderers are expected to furnish past performance data for the works referred by them and indicated in Schedule-F (enclosed in Volume-b). Said similar works executed during the past five years.

- a. It is necessary that the tenderer/ in the case of Joint Venture, the prime partner or any one or more of the partners of the joint ventures should have designed executed, completed, tested and commissioned successfully signaling system with software for any traffic system and implementation of Passenger Information System (PIS) in anyone year of the last five years from march 2009.
- b. Each Tenderer should further demonstrate the availability of his own Machinery and equipment required to execute this work.
- c) *Financial standing:*
 - i. The Tenderer shall furnish audited financial statements for the last five years i.e. audited by a Chartered Accountant, which include Profit and Loss Account, Balance Sheet and certificates regarding contingent liabilities. In case of any nil statements, the same shall be certified accordingly by a Chartered Accountant. The tenderer shall furnish the financial statement for the previous financial year including liabilities, Contingent liabilities and projects in progress (in case audited statements are not available). **If the Tenderer is a Company, audited annual reports of the financial years** for the last five years along with the audit reports under the Companies Act shall be furnished.
 - ii. In case of Tenderers other than companies, if the turnover in any of the above financial years exceeds Rs.175 lakh per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income tax Act shall be furnished. If audited reports under Section 44AB of Income Tax Act is not furnished for any year, it will be deemed that the turn over for that year was less than Rs.175 lakh. In the case of Tenderers other than companies, if the turnover in any of the above financial years does not exceed Rs.175.00 lakh per annum, the following certificate shall be given by a Chartered Accountant for each year for the Profit and Loss Account and the Balance Sheet. "We have audited the above Profit and Loss Account / Balance Sheet of -----"

----- as on -----
----- for the financial year ending ----- and in
our opinion the said accounts give a true and fair view.

The said Balance Sheet and Profit and Loss Account are in agreement with the books of accounts and returns produced and that we have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of the audit”.

- iii. Bidder should have annual turn over of at **least Rs 10 Crores** per annum in any year of the last five years preceding from 2008-09.
- iv. In any one financial year during the last five financial years immediately preceding the financial year in which tenders are invited, the Tenderer shall have, in his own name, in case of joint venture the prime partner, satisfactorily completed works similar to the proposed works i.e. supply and fixing of signalling systems and Passenger Information System (PIS) for any type of traffic system , valued not less than **Rs. 5 Crores**.

iv. Original Certificates:

Originals of the certificates shall be produced at the time of opening of tenders to verify the copies of statements and other information furnished in cover 'A'.

d). *History of litigation and criminal record:*

If any criminal cases are pending against him/her/partners at the time of submitting the tender, the tender will be summarily rejected. In this respect the Tenderer shall submit an affidavit to that effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true.

In case it is detected at any stage that the affidavit is false, he will abide by the action taken by the VMC / A .P. Government without approaching any court whatsoever for redress. He will, however, be given suitable opportunity to offer his explanation before action is taken against him.

- d) Contractor shall not be eligible to tender for works in VMC in which any of his near relatives are working in the cadre of A.E.s and above in the Engineering section or in other wings of VMC officers near relatives include:

1. Sons, step-sons, daughters, step-daughters.
2. Sons-in-law and daughters-in-law.
3. Brothers-in-law and sisters-in-law.
4. Brothers and sisters.
5. Father and mother.
6. Wife/husband.
7. Father-in-law and mother-in-law.
8. Nephews, nieces, uncles, aunts.
9. Cousins. And, in addition,
10. Any person residing with the Contractor, whether related or not.

f) *Other requirements:*

Even if the Tenderer meets all the eligibility and qualification criteria, his tender shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements or if he has a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and/or has participated in previous tendering for the same works and had quoted unreasonably high tender price/premium. In addition to the above, even while executing the work, if it is found that he produced false/fake certificates in his Tender, he will be blacklisted and the work will be taken over invoking Clause no. 60

(a) Of the Preliminary Specification to AP Standard Specification, i.e. General

Conditions of Contract and Conditions of Particular Application.

(b) Liquid assets/ Credit facilities / solvency Certificates of not less than Rs.**3.00**

Crores.

(c) The sub-contractors /GPA holder's experience shall not be taken into account in determining the bidder compliance with the qualifying criteria.

(d) Any incorrect information furnished by the tenderer and came for revelation indicating that the tenderer is ineligible, then the value of work done not paid & deposits of the tenderer will be forfeited besides blacklisting.

IT 4. COST OF TENDERING

The Tenderer shall bear all expenses associated with the preparation and submission of his RFP tender and the VMC shall in no case be responsible or liable for reimbursement of such expenses, regardless of the conduct or outcome of the tendering process.

Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all the bids with the bidder's participation to be disqualified.

IT 5. SITE VISIT

- 5.1 The Tenderer is advised to visit and examine the site of the works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the tender and entering into a contract. The costs of any such visits shall be entirely at the Tenderers own expense.
- 5.2 The Tenderer and any of his personnel or agents will be granted permission by the department to enter upon their premises and lands for the purpose of such inspections, but only upon the express condition that the Tenderer, his personnel or agents, will release and indemnify the VMC and their personnel and agents from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of/or damage to property and any other loss, damage, costs and expenses that may arise however caused, which, but for the exercise of such permission would not have arisen.

B. TENDERING DOCUMENTS

IT 6. CONTENTS OF TENDERING DOCUMENTS

- 6.1 Each of the two sets of Tender Documents issued for the purpose of tendering include the following, together with any addenda thereto which may be issued in accordance with IT 8.

Schedules of Supplementary Information

- Schedule C - Income Tax Clearance Certificate (Form – I)
- Schedule D - Sales Tax Clearance Certificate
- Schedule E - Identification and Financial Data sheet
- Schedule F - Project Experience Record (Parts A, B, C & D)
- Schedule G - deleted
- Schedule H - Personnel
- Schedule J - Bio-data of Technical Personnel of Tenderer
- Schedule K - Record of Arbitration and Litigation
- Schedule L - History of Criminal Cases
- Schedule M - Form of General Power of Attorney
- Schedule N - Deleted
- Schedule P - Copy of the Contractor's Registration in the required Class.

Schedule Q	-	Affidavit
Section I	:	Invitation to Tender
Section II	:	Instructions to Tenderers
Section III	:	Preface, General Conditions of Contract and Conditions of Particular Application.
Section-IV	:	Form of Tender, Tender Appendix, Form of Letter of Acceptance, Form of Agreement, Form of Bank Guarantee for Security Deposit, List of Specification Drawings, Programme of Work including schedule of contractor's proposal for maintaining works during defect liability period.
Section-V	:	Schedules: Fair Wages Clause, Quarterly Report of Labour Employed on Construction Work.
Section VI	:	Addenda issued by the Chief Engineer, VMC.
Section VII	:	Technical Specifications

6.2 The Tenderer is expected to examine carefully all instructions, conditions, forms, appendix to tender, terms, specifications, addenda, schedules, schedules of supplementary information and specification drawings in the Tender Documents. Failure to comply with the requirements of tender submission will be at the Tenderer's own risk. Pursuant to IT 25, tenders, which are not responsive, and not meeting the qualification requirements of the Tender documents will be rejected.

6.3 **Pre bid meeting:** Pre bid meeting will be conducted on 07-08-2009 at 4.00 PM in the office of Chief Engineer, main building, Municipal Corporation, Vijayawada.

IT 7. CLARIFICATION OF TENDER DOCUMENTS.

Tenderers shall carefully examine the RFP Tender Documents and fully inform themselves as to all the conditions and matters, which may in any way affect the work or the cost thereof. Should a Tenderer find any discrepancy in or omission from the Specification or any other of the Tender Documents or should he be in doubt as to their meaning, he should immediately address a query in writing or by fax to the authority given in IT 18.3.

The VMC will entertain and offer clarifications to any such queries only if they are received before pre bid meeting. Written copies of the response of the VMC, including a description of inquiry, but without identifying its source, will be sent as an addendum to all prospective Tenderers, Any verbal information and/or clarification given by any representative of the VMC shall not be binding on the Commissioner, Municipal Corporation, Vijayawada, VMC.

IT 8.AMENDMENT OF TENDER DOCUMENTS

8.1 At any time prior to the dead line for submission of Tenders, the VMC may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Tenderers, modify the Tender Documents by issuing an Addendum. Each Addendum will be issued to all the bidders by written communication.

C. PREPARATION OF TENDERS

IT 9.LANGUAGE OF THE DOCUMENTS

9.1. All documents relating to the tender shall be in the English language.

IT 10. DOCUMENTS COMPRISING THE TENDER

10.1 The Tender to be prepared by the Tenderer shall comprise the following:

- a) All documents and Specification Drawings (indicated in IT 6.1 Vols.I & II)
Issued to the tenderer by the **Chief Engineer, VMC.**
- b) Addenda issued by the **Chief Engineer, VMC.**

IT 11.TENDER PRICES

11.1 Unless stated otherwise in the RFP Tender Documents, the Contract shall be for the whole of the works and the Tenderer shall indicate his willingness to execute the works at the lump sum price.

11.20. Not used

11.3 All duties, taxes, seigniorage charges and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the tender submitted by the Tenderer and the evaluation and comparison of the tenders by the VMC will be made accordingly. For Sales Tax / Tax on Works Contract, the contractors are given the option to opt for the composing schemes under section 5 (g) of the APGST Act. The contractors opting for such a scheme are subject to a tax deduction at source such rate as applicable from time-to-time under APGST Act on the gross value of each bill. If not, Sales Tax will be deducted from all bills, according to the rules in force at the time. 0.25% of the gross value of each bill will be deducted for the development and functioning of the National Academy of

Construction, Hyderabad, and forwarded to the Academy as per G.O.Ms.No:39, dt:3.2.1999 of MA&UD Department (K1).

11.4 Not used

11.5 The premium/discount quoted by the Tenderer shall be firm.

IT 12. Not used

IT 13. TENDER VALIDITY

13.1 Tenders shall remain valid and open for acceptance for a period of **180** days after the date of tender opening prescribed in IT-22.

13.2 In exceptional circumstances, prior to expiry of the original tender validity, the VMC may request the Tenderer for a specified extension in the period of validity. The request for any extension and the responses thereto, shall be in writing or cable. A Tenderer may refuse the request without forfeiting his EMD. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD.

IT 14. EARNEST MONEY DEPOSIT, ITS FORFEITURE

14.1 Along with tender documents, the tenderers shall deposit an amount of **Rs1,00,000 (Rupees ten lakhs only) as Earnest Money deposit.** As an alternative the tenderer may furnish a Bank Demand Draft or an unconditional Bank Guarantee from a Scheduled Bank / Nationalized bank issued on behalf of the tenderer. In case of a tender by a Joint Venture the Bank Guarantee should be on behalf of all the constituents of the Joint Venture. The Bank Guarantee should be valid for a minimum period of 180 days beyond the period of validity of the tender stipulated in IT 13.1 above. In case the tenderer extends the period of the validity of this tender extended, he shall take steps to extend the Bank Guarantee for a further period equal to the period of extension of the validity of the tender. Where a cash deposits is made towards Earnest Money it should be accompanied by a letter signed by the tender (and in case of a Joint Venture by all the constituents of Joint Venture) agreeing that the money should be retained as Earnest Money and be liable to forfeiture in terms of IT 14.5.

14.2 Deleted

14.3 The EMD of an unsuccessful Tenderer will be discharged / returned after an Agreement is entered into with the Tenderer whose tender has been accepted.

14.4 The EMD of any successful Tenderer who has furnished the EMD in the form of a Bank Guarantee will be discharged when the Tenderer has signed the Form of Agreement and furnished the required Security Deposit.

14.5 The EMD shall be forfeited:

a) If a Tenderer modifies or withdraws his Tender during the period of tender validity; or, as described in IT 21.4.

b) In the case of a successful tender, if, within the specified time limit, the Tenderer fails to;

i) sign the agreement ;

or

ii) furnish the required Security Deposit;

c) If, pursuant to Clause IT 26, the Tenderer does not accept the correction of his tender premium / discount.

A Tenderer who withdraws his tender without a valid reason (to be decided by the Authority competent to accept the tender) shall be disqualified for tendering further works in the VMC.

IT 15. VARIATIONS IN TENDERING CONDITIONS

15.1 Each Tenderer shall submit an offer, which complies with the requirements of the RFP Tender Documents, including the basic technical design as indicated in the Specification Drawing and Specifications.

The Tenderer is requested to submit any queries in writing or fax addressed to the VMC to reach his office not later than the date of pre bid meeting.

IT 16 Not Used

IT 17. FORMAT AND SIGNING OF TENDERS

17.1 The Tenderer shall prepare one copy of the documents comprising the tender.

17.2 The copy of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the Tenderer to the Contract. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender. All pages of the tender where entries or amendment have been made shall be initialed by the person or persons signing the tender.

- 17.3 The completed tender shall be without alterations, inter-lineation or erasures except those which accord with instructions given by the VMC, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the tender. Each Tenderer shall submit only one tender. No Tenderer shall participate in the tender of another for the same contract in any capacity whatsoever.

ATTACHMENTS TO THE TECHNICAL BIDS

The bidder should submit brief details about his profiles of the firm, his past experience, financial turnover, O&M capabilities, Contact details etc.

The bidder should furnish the layout diagram with lighting alignment diagram. The technical details of the RFP bid should contain the following but not limited to the items indicated as under.

- a) Detailed Designs for signaling systems
- b) Layout and general alignment diagram
- c) Designs criteria adopted
- d) Details of electrical, mechanical, instrumentation items with manufacturer names
- e) Power consumption at each and every unit
- f) Detailed program schedule for work execution
- g) Annual operation and maintenance plan with proposed manpower, chemicals, power consumption
- h) Safety precautions proposed and fire fighting equipment proposed etc.

18. SUBMISSION OF TENDERS

- 18.1 Only one tender shall be submitted by each Tenderer for one work.
- 18.2 The Tenderer shall keep all the signed documents and shall
- 18.3 Failure to take adequate precaution on the part of the tenderer in preparing and submitting the tenders as instructed above, the VMC will assume no responsibility for the contents of the tender.
- 18.4 Tenders received after the expiry of the dead line prescribed will not be considered.
- 18.5 The tender inviting authority, at his discretion may extend the dead line for submission of tenders by issuing an amendment.

19 TENDER – OPENING

- 19.1 CHIEF ENGINEER, Vijayawada Municipal Corporation or his authorized representative will open the tender.
- 19.2 Vijayawada Municipal Corporation examines the tenders to determine whether they are complete, whether the documents have been properly signed and whether tenders are generally in order.
- 19.3 The Technical bid will be opened on the date notified for opening the tenders in the tender notice and bid document will be examined. The evaluation of the technical bid will be finalized with the particulars furnished in the technical bid and the successful tenderer's in technical evaluation is eligible for the opening of the price bids.
- 19.4 Price bids of all the eligible tenderers will be opened on the date and time given in the letter issued by the VMC to the responsive technically qualified bidders. Opening of the tenders happens to be a public holiday; the tenders will be opened on the next working day.
- 19.5 The RFP tender shall be rejected and the financial bid will not be opened if.
- i) The EMD in the shape of BG or DD and transaction fee as per clause are not submitted.
 - ii) If there are any criminal cases pending.
 - iii) If the eligibility and qualification criteria are not accordance with sub- clause.
 - iv) If the copy of the PAN card and copy of the Latest income tax returns submitted along with proof of receipt is not submitted.
 - v) If the sales Tax registration and clearance certificate are not submitted.
 - vi) If the valid registration certificate of the Contractor is not submitted.
 - vii) If the certificate stating that **“I have gone through all the tender condition and amendments issued and accepted them without any pre conditions” is not submitted.**
 - viii) Self declaration to the effect of Genuine of certificates furnished by him and regarding history of litigation and criminal cases pending against him/her is not submitted.
 - ix) If the submitted documents are not self attested in support of the eligibility criteria.
 - x) If the statements on critical equipment and key personal are not submitted.
Proof of liquid assets/ credit facilities in the shape of solvency certificate etc.,

IT 20 Not Used

IT 21. Not Used

IT 22. Not Used

IT 23. PROCESS TO BE CONFIDENTIAL

23.1 After the opening of tenders as per Clause IT 19, information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning the award of contract shall not be disclosed to the Tenderer's or any other persons not officially concerned with the process until the award of the Contract to the successful Tenderer has been announced.

23.2 Any effort by any Tenderer to influence the officials of VMC in the examination, clarification, evaluation and comparison of tenders, and in any decisions concerning award of a contract, may result in the rejection of the Tenderer's tender.

IT 24. CLARIFICATION OF TENDERS

24.1 To assist in the examination, evaluation and comparison of the tenders, the Chief Engineer, VMC may ask Tenderers individually for clarification of their tenders. The request for clarification and response shall be in writing or by cable. However, no change in the tender premium / discount or substance will be sought, offered or permitted by the VMC, during the evaluation of the tenders except as provided in IT 26.

IT 25. DETERMINATION OF RESPONSIVENESS

25.1 Prior to the detailed evaluation of tenders, the VMC would determine based on the up loaded document whether each tender has submitted in the proper form and it is substantially responsive to the requirements of the Tender Documents. Tenders, which have not been submitted in the proper form, will be rejected.

25.2 For the purpose of the above Sub-clause, a substantially responsive tender is one in which conforms to all the terms, conditions and specifications of the Tender Documents without material deviation or reservation. A material deviation or reservation is one which effects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way inconsistent with the Tender Documents the rights of the VMC or restricts the Tenderer's obligations under the contract and one in which the rectification of any such

deviations or reservations would affect unfairly the competitive position of any of the other Tenderer's who have presented substantially responsive tenders.

- 25.3 Any tender which is not substantially responsive to the requirements of the Tender Documents would be rejected by the VMC and may not subsequently be made responsive by the Tenderer correcting or withdrawing the non-conforming deviation(s) or reservation(s).

IT 26. CHECKING FOR AND CORRECTION OF ERRORS

- 26.1 Tenders determined to be substantially responsive will be checked by the CHIEF ENGINEER, VMC for any discrepancy between the quoted value in figures and in words. Should any discrepancy be found the tender quoted rate in words will govern.
- 26.2 Any tender is found to be incorrect as described in the above Sub-clause will be recorded and attested by the Chief Engineer, VMC or authorised officer designated by the Chief Engineer, VMC at the time of opening the (i.e. Price Bid). With the concurrence of the affected Tenderer, the corrected tender quoted rate shall be considered binding. If the Tenderer does not accept the corrected tender value, the tender will be rejected and the EMD will be forfeited.

IT 27. Not used.

IT 28. EVALUATION AND COMPARISON OF TENDERS

- 28.1 The VMC will evaluate and compare only those tenders, which have been determined to be substantially responsive to the requirements of the Tender Documents in accordance with Clause IT 25.
- 28.2 Evaluation of the tenders shall comprise an assessment of the impact of any material deviations or reservations that may have been placed on any of the tenders which may affect the execution of the works in the manner and/or the time specified, and their relationship to the tender premium / discount offered. Such deviations or reservations will not be permitted, and such Tender shall be rejected. Record of arbitration/Litigation shall also be taken into account at the time of evaluation of Tenders.
- 28.3 The Competent Authority shall initially verify the correctness of the qualification criteria and certificates of the Tenderers submitting the three lowest conforming tenders. Attention shall be paid to the statements of experience, the authenticated

agreements of previous works executed, and the histories of arbitration and litigation and the trend in growth of business.

F. EVALUATION PROCEDURE

VMC will examine the technical proposal of the bidder after responsiveness of the Bidder in all other aspects such as furnishing of EMD, satisfying the registrations, Sales tax certification, Income Tax certification, Annual financial turnover, Technical past experience, financial turnover in one year for similar nature of works as mentioned in the IT 3. Then, the technical proposals of the bidder will compared to the standard specifications laid down by the IS codes, manuals etc. While evaluating technical proposal VMC will consider all the design parameters, efficiency of the equipments, standards, power consumption etc. The PIS shall be innovative with less power consumption.

G. EVALUATION CRITERIA

The bids will be evaluated on the basis of capital and maintenance cost. The capital will alone shall not decide the bid. The Project cost will be calculated duly Considering the O&M period of 5 years. The annual maintenance for each and every bid will be calculated based on the power consumption, consumables, routine maintenance, spares, establishment charges etc.,

H. NEGOTIATIONS

Prior to the expiration period of the proposal validity, VMC will notify the successful tenderer who submitted the lowest quoted value by registered letter, cable, telex or facsimile and invite to negotiate a contract. Negotiations normally take from two to five days. The aim is to reach agreement on all points and to instate a draft contract as per the conclusion of negotiations. Negotiations will commence with a discussion of your financial proposal, the proposed methodology (work plan), staffing and suggestions you may have made to improve the system. Agreement must then be reached on the final document the staffing, bar charts, which will indicate activities, staff, and periods in the field, logistics and reporting. Special attention will be paid to optimize the required outputs form the service provider within the available budget and to define clearly the inputs required from the VMC to ensure satisfactory implementation of the Assignment. Changes agreed upon will then be reflected in the financial proposal, using proposed lump sum rates. The negotiations will be concluded with a review of the draft form of Contract.

The VMC and the BIDDER will finalize the contract to conclude negotiations after finalizing the financial at the bottom line.

I. AWARD OF CONTRACT

IT 29. Not Used

IT 30. AWARD CRITERIA

30.1 Subject to Clause IT 31, the Commissioner / CE / Tender Committee / Council will award the contract to the Tenderer whose tender has been determined to be qualified and substantially responsive to the Tender Documents and who has submitted the best tender according to the comparison and evaluation process described in Clause IT 28. Normally this shall be the substantially responsive Tenderer offering the lowest tender as per IT Clause 4 and discount offered.

IT 31. DEPARTMENT'S / VMC'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

31.1 Not withstanding Clause IT 30, the Commissioner or C.E. reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers on the grounds of its action.

IT 32. NOTIFICATION OF AWARD

32.1 Prior to the expiration of the tender validity period prescribed in Clause IT 13 the Chief Engineer, Municipal Corporation, Vijayawada of VMC will notify the successful Tenderer by fax, letter, or in some other written form, that his tender has been accepted. This letter hereinafter and conditions of contract called "Letter of Acceptance", will conform the tender which will apply to the works and a request to submit a security deposit to the VMC as specified in Clause IT 34.

32.2 The Letter of Acceptance will constitute notification of the intention to enter into a contract with the Tenderer for the execution of the works.

32.3 As soon as the successful Tenderer submits the security deposit in accordance with the provisions of Clause IT 34, and has signed the agreement the Chief Engineer, VMC will promptly return/discharge the EMD of the unsuccessful Tenderer's.

IT 33. SIGNING OF AGREEMENT

- 33.1 At the same time as the Chief Engineer, Municipal Corporation, Vijayawada notifies the successful Tenderer that his tender has been accepted, the VMC will send the Tenderer the Form of Agreement, incorporating all the agreements between the parties provided in the Tendering Document, and the Conditions of Contract, Schedules, Technical Specification and the Specified Drawings.
- 33.2 Within 7 days of receipt of Form of Agreement, the successful Tenderer shall sign the Form and return it to VMC.

IT 34. SECURITY DEPOSIT AND WITHHELD AMOUNTS

- 34.1 Within 7 days of receipt of the Letter of Acceptance from the Chief Engineer, Municipal Corporation, Vijayawada, VMC the successful Tenderer shall furnish the VMC Security Deposit in the form of crossed Demand Draft or a Bank Guarantee which shall be to the value of two and half percent (2 ½ of the contract price)
- 34.2 The Bank Guarantee shall be issued by any Scheduled Bank / Nationalized Bank located in India, as chosen by the Tenderer.
- 34.4 The Security Deposit for the works shall be returned to the Contractor at the end of defects liability period, subject to the satisfactory performance of the contract in all respects, less any dues owing from the contract.
- 34.5 Failure of the successful Tenderer to comply with the requirements of Clauses IT 33 or IT 34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

33.0 CORRUPT OR FRAUDULENT PRACTICES:

- 33.1 The VMC reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded the said contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any other Contract financed by a Competent Authority. In pursuance of this policy, the VMC defines, for the purpose of this provision, the terms set forth below as follows:

- a) “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- b) “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 VMC, and includes collusive practice among Consultants (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the VMC of the benefits of free and open competition.

PURVIEW OF THE CONTRACT:

All the transactions pertains to this assignment will falls under the purview of APDSS, departmental codes, Municipal ACT, Government orders, manuals, IS codes, and all relevant guide lines.

SECTION - III: CONDITIONS OF CONTRACT

PREFACE

The Conditions of Contract comprises two parts, namely:

Part I : General Conditions of Contract (Preliminary Specifications)

Part II : Conditions of Particular Application.

SECTION - III

GENERAL CONDITIONS OF CONTRACT

RESPONSIBILITIES AND LIABILITIES OF THE CONTRACTOR

Explanation: This section sets forth some responsibilities which the contractor shall assume in addition to those mentioned in other sections of this “Preliminary Specification” – under every contract which he enters into, with the Andhra Pradesh Public Works Department and he should therefore calculate his unit prices for schedule items of work accordingly.

Observance of laws – Local regulations and notices – Attachments: The Contractor shall conform to the regulations and bye-laws of any local authority and/or of any water or

lighting companies with whose systems the structure is proposed to be connected and shall, before making any variations from the drawings or specification that may be necessitated by so conforming, give to the Executive Engineer, VMC written notice, specifying the variations proposed to be made and the reasons for making them, and apply for instructions thereon. In case, the contractor shall not receive such instructions within seven days, he shall proceed with the work, conforming to the provision; regulation or bylaw in question; and any variations in the drawings or specifications so necessitated shall be dealt with under clause 63. The contractor shall give all notices required by the said Acts, regulations or bye-laws and pay all fees in connection therewith, unless otherwise arranged and decided on in writing with the Executive Engineer, VMC.

He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contract. In every case referred to in this clause, the contractor shall protect and indemnify Government against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, decree, or attachment, whether by himself or by his employees.

Accidents-Hoarding, Lighting Observations – Watchmen: When excavations have been made or obstacles have been put in public thorough fares or in places where there is any likelihood of accidents, the contractors shall comply with any requirement of law on the subject, and shall provide suitable hoarding, lighting and watchmen as necessary. It shall be the contractor's sole responsibility to protect the public and his employees against accident from any cause and he shall indemnify Government against any claims for damages for injury to person or property, resulting, from any such accidents; and shall where the provisions of the Workmen's Compensation Act apply, take steps to properly insure against any claims there under. On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall, within 24 hours of the happening of such accident, intimate in writing to the concerned Section Officer of the Vijayawada Municipal Corporation, the fact of such accident. The contractor shall indemnify Government against all loss or damage sustained by Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Government as a consequence of Government's failure to give notice under the Workmen's Compensation Act or otherwise conform to the provisions of the said Act in regard to such accident. In the event of an accident in respect of which

compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by the Government as principal it shall be lawful for the Executive Engineer, VMC to retain out of monies due and payable to the contractor such sum or sums of money as may in the opinion of the said Executive Engineer, VMC be sufficient to meet such liability. The opinion of the Executive Engineer, VMC shall be final in regard to all matters arising under this clause.

Blasting: Blasting executed by contractors in connection with Government works shall be carried out in the manner described under "Blasting operation – Instructions to contractors" of the A.P.S.S.

Protections of adjoining and existing premises: The contractor is to protect the whole of the adjoining and, where necessary, the existing premises, and all works and all fittings to all buildings on and adjoining the site against structural and decorative damage caused by the execution of these works and make good in all respects all such damage done or occurring to the same, and leave such reinstatement in perfect order. He is also to make good any damage done in the execution of the work to existing public or private footways or roadways.

Permit other Workmen-Co-operation-Afford facilities: The Executive Engineer, VMC shall have full power to send workmen upon the premises to execute fittings and other works not included in the contract, for whose operations the contractor is to afford every reasonable facility during ordinary working hours, provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract, but the contractor is not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works, provided he complies with the Executive Engineer, VMC 's instructions in connection therewith, and provided that the damage is not caused by himself or his workmen. The contractor shall, to all times, co-operate, assist, attend on, and afford facilities for such specialist as may be employed by the Executive Engineer, VMC on other works in connection with the building, allowing them, free of charge, the use of all plant, light and water installed in the works. The contractor shall also cause such special work or protect it as instructed to avoid injury during progress of the works. For failure so to protect, the contractor must make good any damage caused.

Holes for water service, gas, electrical, and sanitary fittings: The contractor shall leave all holes in masonry and floors for the insertion of water services, gas, and electrical connections and sanitary

fittings in the exact positions indicated by the Executive Engineer, VMC during the progress of the work.

These holes must be properly built up, in a workman like manner, at the contractor's cost, as soon as the fittings have been installed, in cases where the installations are made during the construction of the building and where, in the opinion of the Executive Engineer, VMC delays in settlement of accounts will not thereby occur.

Contractor's risk and insurance: *The work executed by the contractor under the contract shall be maintained at the contractor's risk until the work is taken over by the Executive Engineer, VMC. The contractor shall accordingly arrange his own insurance against fire and other usual risks during such period unless otherwise specified. Provided however that the contractor shall not be liable for all or any loss or damage occasioned by or arising out of acts of God, and in particular unprecedented flood, volcanic eruption, earthquake or other convulsion of nature, invasion, the act of foreign enemies' hostilities or warlike operations (before or after declaration of war) rebellion, military or usurped power.*

CONDITIONS OF PARTICULAR APPLICATION

Contractors Risk and Insurance:

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.

Employer's Risks: The Employer is responsible for the expected risks which are (a) in so far as they directly affect the execution of the works in the Employer's country, the risks of war, hostilities, 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.

Contractor's Risks: 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 expected risks are the responsibility of the Contractor.

Insurance: The Contractor shall provide, in the joint names of the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles for the following events which are due to the Contractor's risks:

- Loss or damage to the Works, Plant and Materials;
- Loss or damage to Equipment;
- Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with work.
- Surrounding structures, assets etc.
- Personal injury or death of workers, contractor, employees etc.
- Damage injury of death to the 3rd Party, general public etc.

Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred, injury and death of workers and public.

If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employee has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

Both parties shall comply with any conditions of the insurance policies.

Cancellation of Contract

The Contractor shall indicate the names of the persons who are working with him in any capacity and are subsequently employed in the VMC. He shall also furnish a list of Non-gazetted employees of the VMC, related to him. Failure to furnish such information renders him liable to be removed from the list of Contractors and his Contract liable for cancellation. Near relatives include:

1. Sons, step sons, Daughters, step-daughters
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, Uncles, Aunties

9. Cousins
10. Any person residing with the Contractor.

OPERATION AND MAINTENANCE OF EQUIPMENT

Statement giving brief particulars of equipment that will be put at the disposal of the work, should accompany the tender in Schedule-`G'.

Equipment (Transport for materials viz., Lorries and carts, piles and pile driving equipment etc.).

PAYMENT TO LABOUR UNDER EMERGENCY

The Contractor should note that in the event of emergency he shall pay the labour every day and if this is not done, the department shall make requisite payment and recover the cost from the Contractor.

Water & Power Charges

The supply of water and electric power is the responsibility of the contractor at his own expense. However, if either electric power or water is made available by VMC, then the costs of such electric power or water will be recovered by VMC from the contractor at the rates prevailing at the time. The amount quoted by the contractor shall be deemed to be inclusive of taxes and duties on all the materials that the contractor has to purchase for the performance of this contract. The contractor shall also be liable to pay turnover tax under works contract at the prevailing rates under A.P. General Sales Tax Act. The recoveries will be made as per the rates in force under the Act at the time of payment.

Break-up for Excise Duty & Sales Tax

The amount quoted by the contractor shall be deemed to be inclusive of taxes and duties on all the materials that the contractor has to purchase for the performance of this contract.

The contractor should ensure the safety of the water supply lines, sewer lines, telephone cables, power cables, storm water drains etc., at the site of work and, if any damage occurs during execution it should be attended immediately at the contractors cost. Failing to attend immediately, the same will be got done by the Department at the cost risk of the contractor.

OTHER CONDITIONS OF CONTRACT

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 **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

Compensation Events are those defined in Clause hereunder.

The **Completion Date** is the date of completion of the O&M Contract as certified by the Engineer in accordance with Sub Clause.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause below.

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

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

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

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

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

The **Employer** is the party who will employ the Contractor to carry out the O&M operations.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the operation and maintenance activities and administering the Contract.

Equipment is the Contractor's machinery and vehicles brought to the Site to carryout the O&M operations.

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 O&M operations.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

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 the Conditions of Contract.

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).

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 Bid
- (4) Contract Data

Conditions of Contract including Special Conditions of Contract.

3. Languages and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 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).

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

Other Contractors

8.1 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. The Contractor shall as referred to in the Contract Data, 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.

9. Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his 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 work in the Contract.

10. Employer's and Contractor's Risks

10.1 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.

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 risks of war, hostilities, 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.

12. Contractor's Risks

12.1 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 are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data 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 Equipment;

Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract;

Surrounding structures, assets, infrastructure such as water, road, communication, sewer lines.

Personal injury or death of workers, employees.

Damage, Injury or death to the 3rd Party, general public etc.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence O&M operations on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Engineer.

17. Approval by the Engineer

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works wherever required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

18. Safety

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

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place

where materials or plant are being manufactured / fabricated / assembled for the works.

22. Instructions

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

22.2 The Contractor shall permit the bank to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Bank, if so required by the Bank.

23. Disputes

23.1 If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's decision.

24. Procedure for Disputes

24.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.2 The Adjudicator shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of the types specified in the Contract Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

24.3 The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

25. Replacement of Adjudicator

Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not fulfilling his functions in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

B. Time Control

26. Programme

- 26.1** Within the time stated in the Contract Data the Contractor should submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.
- 26.2** The contractor shall submit program of completion for the works with in 5 (five) days of the delivery of the letter of acceptance and shall be got approved by the Engineer. The amount to be with held for late submission of updated program shall be of one percentage of the estimated cost of the scheme.
- 26.3** An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 26.4** The contractor shall submit to the Engineer, for approval and updated or revised program at intervals no longer than the period stated in the contract data. If the contractor does not submit an updated program with in this period, the engineer may with hold the amount stated in the contract data from the next payment certificate and continue to with hold this amount until the next payment after the date on which the over due program has been submitted.
- 26.5** The Engineer's approval of the program shall not after the contractors obligations.
- 26.6** Works in the contract should be started and completed commencing from head works.
- 26.7** Sites will be handed over to the contractor for the structures only, no site/land acquisitions will be required for the pipeline laying below the ground level and hence need not be formally handed over.

27. EXTENSIONS OF THE INTENDED COMPLETION DATE

- 27.1** The Engineer shall extend the updated program, if a compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the intended completion date without the Contractor taking steps to accelerate the remaining work. Extension of agreement time will be granted by the department based on Engineers recommendation.

27.2 The Engineer shall decide whether and by how much to extend the intended completion date within 21 days of the contractor asking the Engineer for a decision up on the affect of a compensation Event or Variation and submitting full supporting information. If the contractor has failed to give early warning of a delay, the delay by his failure is not considered in assessing the new Intended completion date.

28. Delays ordered by the Engineer

28.1 The Engineer may instruct the contractor to delay the start or progress of any activity with in the works.

29. Management Meetings

29.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30. Early Warning

30.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

The Contractor shall cooperate with the Engineer 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 Engineer.

C. Quality Control works

31. Identifying Defects

a) 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 to uncover and test any work that the Engineer considers may have a defect.

b) Vijayawada Municipal Corporation or any agency or individual appointed by Vijayawada Municipal Corporation have a right to monitor the quality or assuring the quality of work.

- 31.1 The contractor shall permit the Employer's Technical auditor to check the contractor's work and notify the Engineer and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Engineer's responsibility as defined in the Contract Agreement.

32. Responsibility of the Contractor

The Contractor is fully responsible for all-manufacturing defects and quality problems of materials/pipes. He shall bear what ever extra expenditure occurs due to all manufacturing defects, damages, rejection of material due to non-confirming to IS Standards found during inspection of Q.C officials. The contractor should satisfy himself before delivery of pipes, special, valves, pump sets and any other material that all the relevant tests are done successfully as per standards. The contractor should maintain field book, material at site account register, labour engaging register and equipment at site register and kept for inspection of officers attending the site.

Both the Engineer-in-charge and the contractor representative should sign the Registers maintained at site every day.

In case if any Quality tests required to be conducted or any material or finished item as directed by the Vijayawada Municipal Corporation or by the Authorized agency of the Vijayawada Municipal Corporation, the cost of testing charges shall be born by the Contractor.

33. Tests

- 33.1 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

34. Correction of Defects

- 34.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

34.3 The Contractor is to correct a defect which is noticed by him before the end of the defect liability period. The loss or damage to the works are materials arising from contractor's acts or omissions during the period from start date to defects collection period shall be remedied by the contractor at his own cost.

34.4 The Engineer is to certify that all defects have been corrected when all known defects have been corrected. If the engineer considers that correction of a defect is not essential he can request the contractor to submit a quotation for the corresponding reduction in the contract price or an earlier Intended Completion date or both. If the engineer accepts the quotation, the corresponding change in the contract data is a variation.

35. Uncorrected Defects

35.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

Note: Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Engineer will certify payments to Contractor accordingly.

36. Escalation : No escalation shall be allowed

37. Variations and Deviations: No variations and Deviations shall be allowed.

38. Cash flow forecasts

38.1 When the Program is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

39. Payments

39.1 Payments shall be adjusted for deductions for advance payments, retention, 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 28 days of the date of each certificate.

39.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

40. Tax

40.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales Tax, Excise duty, Service tax and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

41. Currencies

41.1 All payments shall be made in Indian Rupees.

42. Retention

42.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole O&M operations.

42.2 On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

42.3 On completion of the whole O&M operations, the contractor may substitute retention money with an “on demand” Bank guarantee.

43 Liquidated Damages

The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause.

44. Mile Stones

Mile Stones	Item to be executed	Value of work to be executed	Liquidated manage per day in Rs.
Mile Stone -1 (60 Days)	Supply of all materials.	40 % of the contract value excluding O&M value.	0.05 % of the amount not executed (40% of the Contract value – Executed value at the end of mile stone).
Mile Stone – 2 (30 Days)	Erection of Systems.	75 % of the Contract value excluding O&M value	0.05 % of the amount not executed (75% of the Contract value – Executed value at the end of mile stone).
Mile Stone – (30 Days)	trail run and commissioning	100 % of the Contract value excluding O&M value.	0.05 % of the amount not executed (100% of the Contract value – Executed value at the end of mile stone).

The total value of Liquidated damages shall not exceed 10% of the Contract Value.

45. Securities

45.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion. The performance security shall be 5% of the tender contract amount.

E. FINISHING THE CONTRACT

Completion

The contractor shall request the Engineer to issue a certificate of completion of

the works. Then the Engineer is to issue a certificate of completion to the Contractor and to the employer when he decides that the work is completed.

46.0 Operating and Maintenance Manuals

46.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

46.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer’s approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

47.0 Termination

47.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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 authorized by the Engineer;
- (b) The Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- (c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;
- (e) The Engineer 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 Engineer;
- (f) The Contractor does not maintain a security which is required;
- (g) 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 in the Contract data; and

(h) If the Contractor, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause, in competing for or in executing the Contract.

47.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause above, the Engineer shall decide whether the breach is fundamental or not.

47.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

47.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and 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 Engineer shall issue a certificate for the value of the work done less advance payments received up to 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 as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

48.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

49.0 Property

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

50.0 Releases 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 Employer or the Contractor the Engineer 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 work carried out before receiving it and for any work carried out afterwards to which commitment was made.

510 Fraud and Corruption

51.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) “Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and
- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) Will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the

procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.

- (c) Will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and
- (d) will have the right to require that Contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

SECTION- V

SPECIAL CONDITIONS OF CONTRACT

1. **LABOUR:**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer 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 other information as the Engineer may require.

2. **COMPLIANCE WITH LABOUR REGULATIONS:**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments 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 notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The

Contractor shall keep the Employer indemnified in case any action is taken against the Employer 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 Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer 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 Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) Workmen Compensation Act 1923: The Act provides for compensation in case of 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 an 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.
- c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer 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 confinement 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

Employer by Law. The Principal Employer 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 Employer if they employ 20 or more contract labour.

- f) Minimum Wages Act 1948: The Employer 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, and Runways are scheduled employments.
- 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 from 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 and Female workers and for not making discrimination against Female employees 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 payments 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 month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month 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 States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer 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 employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- 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 of 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 is 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 up to 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 Employer 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 Employer 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 at 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 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

3. SUB-CONTRACTING:

The contractor shall not be required to obtain any consent from the employer for:

- a) The sub-contracting of any part of the Works for which the Sub-contractor is named in the contract;
- b) The provision of labour; and
- c) The purchase of materials which are in accordance with the standards specified in the Contract.

Beyond this if the contractor proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Engineer will consider the following before according approval:

- The contractor shall not sub-contract the whole of the Works.
- The contractor shall not sub-contract any part of the Work without prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents or workmen.
- The Engineer should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the sub-contractors so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.
- If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor so that this arrangement does not alter the contractor's liability or obligations under the contract.

4. ARBITRATION :

- 25.3 (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of

30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the * Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).

(Note: 1. All bidders are expected to indicate clearly in the bid, if they proposed Sub - contracting elements of the works amounting to more than 20 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-Contractor in the relevant field should be furnished along with the bid to enable the employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract. In view of the above, normally no additional sub-contracting should arise during execution of the contract.

2. However, [a] sub contracting for certain specialized elements of the work is not unusual and acceptable for carrying out the works more effectively; but vertical splitting of the works for subcontracting is not acceptable. [b] In any case, proposal for sub-contracting in addition to what was specified in bid and stated in contract agreement will not be acceptable if the value of such additional sub-contracting exceeds 25% of value of work which was to be executed by Contractor without sub-contracting.

- (a). Assignment of the contract may be acceptable only under exceptional circumstances such as insolvencies/liquidation or merger of companies etc.
- (b) In the case of dispute with a foreign contractor the dispute shall be settled in accordance with provisions of Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the * Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the * Indian Council of Arbitration/President of

the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign Contractor as well as Indian Contractor, shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration /President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.

- (d) Arbitration proceedings shall be held at Vijayawada, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Where the value of the contract is Rs.50 millions and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).
- (g) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

5. PROTECTION OF ENVIRONMENT:

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 and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made

there under, regulations, notifications and bye-laws 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 this respect 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.

LIQUIDATED DAMAGES:

Please substitute the last sentence with the following:

“Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the contractor’s obligations and liabilities under the contract.”

Terms of reference

Name of work	:	Design, Supply, Delivery, Erection, Commissioning and Operation & Maintenance of ITS System & Signaling in BRTS Corridor.
Description of work	:	Design of signaling system with ITS elements in BRTS System duly giving priority signaling for BRTS Buses at
Junctions Objective of EOI VMC	:	VMC is intended to setup prioritized Traffic Signaling for BRTS buses in BRTS corridor. Successful bidder has to implement Intelligent Transport System (ITS) having Signaling System, Passenger Information System etc., in the Corridor, duly adopting innovative technologies.

NEED OF THE PROJECT

To provide automated signaling and control for BRTS corridor which reduces congestion, travel time and improving journey time, reliability, safety and quality.

OBJECTIVE OF THIS TERM OF REFERENCE

Vijayawada Municipal Corporation is developing Bus Rapid Transit System Corridor for a length of 15 Kms in Vijayawada City. This Project was sponsored by

Ministry of Urban Development Government of India and the Project cost is Rs.152.64 Crores. Now the project is under implementation and Vijayawada Municipal Corporation planning to release the bus in dedicated BRTS Corridor soon. The BRTS bus is contemplated to promote Public Transport System and discourage Private Modes of Transport in order to ease the traffic conditions in city. Therefore to promote Public Transport BRTS bus with necessary arrangements such as Dedicated Corridor, High Definition Comfortable Bus, World Class Bus Stops with all amenities.

In this connection Vijayawada Municipal Corporation is intended to provide Prioritized Signaling Arrangements for the BRTS bus at the Junctions, Passenger Information System and Audio Announcements.

SCOPE OF WORK

1. Traffic signaling for BRTS Corridor in conjunction with the existing traffic control system.
 2. Passenger information system at BRTS Bus Station.
 3. On board passenger information system along with static displays.
 4. Bus tracking.
 5. Data communication back bone.
 6. Central control and monitoring BRTS corridor.
 7. BRTS station RTU is local intelligent unit which controls the traffic signals and integrated passenger information system.
 8. This detects the bus at necessary points for the traffic lights such that the BRTS bus moves without much detention for clearing of signal.
 9. Static displays on all sides of the bus.
 10. Dynamic display.
 11. Audio announcement.
- This detects the bus at necessary points for the effective prioritizing and control of the traffic lights such that the BRTS bus moves without much detention for clearing of signal.
 - Integrated Passenger Information System.
 - Static Displays on all sides of the bus.
 - Dynamic Display.

- Audio Announcement.

Description of work: Design of LED Street Lighting with Solar Backup Power and charging batteries.

The works to be carried out include the following:

- i. Preparation of the designs, drawings, plans as per codes IE rules, manuals and the international codes.
- ii. Site investigation.
- iii. Preparation of the electrical installations designs and the drawings with specifications and brand names of the materials.
- iv. Preparation of the designs for solar unit's designs and the drawings including back up batteries etc with specifications and makes.
- v. Supply delivery and fixing of the lights and the solar panels besides batteries.
- vi. Testing and Commissioning of the system as per the norms.
- vii. Operation and maintenance of the system for a period of Five years.
- viii. Preparation of the work schedule, Bar charts etc to the work including milestones of the works.
- ix. Operation & Maintenance schedule with consumables usage chart.
- x. Routine maintenance program for the units with staff proposed for the O&M operations.

General

Site Information

Proposed street lighting shall be provided along newly formed BRTS road in Satyanarayanapuram area. The newly formed road is bituminous road with 25 meters width.

Location

The Vijayawada city is situated Coastal Andhra Pradesh in the country and is the third largest city in A.P. Two National Highways i.e. NH5 and NH9 pass through the city.

Climate:

The climate of Vijayawada is tropical in nature with hot summers and moderate winters. The months of April to June are the summer months with the temperature ranging from a minimum of 27⁰ C to 45⁰ C.

The temperature during winter months ranges from 28⁰ C to 17⁰ C. The average humidity ranges from 68% to 80% during summer season. The annual rainfall in the region is about 965mm and is contributed by the south west monsoons.

Geology:

The region forms a part of Eastern Ghats comprising of Khondalites, Charnockites, Quartiles and Quartz Veins, Minerals like Khandalites and Charnackites are predominantly found in the region of the Vijayawada, Guntur and Tenali Urban Development Area. Three types of soils namely, Alluvial, Black, Reger and Red ferruginous are predominantly found in the area with fertile alluvial soils in the Krishna delta area of Vijayawada.

Topography:

The Northern, North-Western and South-Western parts of this region are covered by a low range of hills while the Central, South-Western and South-Eastern parts are covered by rich fertile agricultural lands irrigated by left and right canal systems under the Krishna barrage constructed across the river. The prominent hills in this region are Kondapalli, Indrakiladri and Mogalrajapuram hills.

Hydrology

The city is located on the bank of river Krishna and 3 canals and there is a one rivulet passing in the city.

Demography

The city has witnessed a rapid growth over the past two decades with an average decennial growth rate of 43.15%. During the period 1971-81 the net growth has been about 57.57% attributed to a large influx of the rural population to the city. However, during the past decade 1981-91, the growth has stabilised with a decadal population growth of 29.16%. The growth in the city's population is as detailed in table.

1. Bidder should inspect the site before submitting the tender.
2. Bidder should carry out relevant tests, subsoil explorations to assess the soil conditions,
3. Any data furnished by the VMC is only for information
4. Bidder should utilize best quality of materials during construction.

5. Power and water required for the construction should be made by the bidder on his own and VMC has no responsibility in this regard.
6. Bidder should use only approved materials units in the plant. The erection and supply of materials proposed by the bidder will be approved by the VMC before utilization.
7. Bidder should carry out quality control test on his own and prepare samples as per the codes and record as per the codes and record the same in the registers.
8. Bidder should make his own arrangements for payment of Banker's Charges, Insurance and E.S.I. etc.
9. Bidder should operate the plant for 5 years after successful commissioning.
10. Bidder can propose and provide any proprietary item in the system to improve the efficiency of the system. However bidder is responsible for the efficiency of the system and bidder is responsible for the process parameters and effluent standards.
11. Bidder should use pipes, valves of ISI Mark confirming with the IS Codes.
12. Bidder is responsible for the power connection, inspection of the APDISCOM officers to the plant site.
13. Electrical inspectorate should approve all electrical installation. Bidder should prepare drawings, plans and proforma prescribed by them and arrange for site inspection bidder.
14. Bidder should provide cables, earthing as per IE rules and copper cables should be provided, if required.
15. Entire wiring should be done with PVC pipes with durable specials.
16. Bidder should take all precautions for safety and fire fighting. He should provide necessary units and equipment in the plant.
 - If the bidder failed to maintain the quality of work, necessary fines will be imposed on the firm not less than Rs.10,000/- and the bad quality of work should be removed and re-casted by the bidder on his own cost incase of civil structures, and bidder should replace all the mechanical, electrical, piping, instrumentation units if VMC or the 3rd party finds any interior quality and he should be fined Rs.10,000/- Minimum.

17. If the bidder failed to comply with the directions of the VMC in maintaining the Quality and durability VMC will initiate action against firm including black listing of the firm.
18. VMC will scrutinize the process designs, structural designs etc., and it can be referred to 3rd party consultant for proof checking if necessary.
19. VMC had appointed 3rd party Quality Assurance team to monitor the quality. The successful bidder should obey the direction of 3rd party to ensure quality.
20. No escalation of rates is allowed either in the construction stage or in the Operation & Maintenance stage.

OTHER CONDITIONS:

- Bidder shall provide necessary Software and Hardware with all peripherals to provide the above Intelligent Transport System (ITS) elements.
- All the Software's and Hardware's should be versatile and compatible with general system software's of the present generation.
- One control room has to be setup at designated location identified by the Vijayawada Municipal Corporation.
- All the controls and information should reach to the central control room either through cable or through wireless arrangement and necessary information should reach to the Bus Stops, Bus, bus Driver and Signalized Junctions.
- All the Bus Stops and central control room shall be provided with networks which shall be compatible with present needs and future demands.
- Each & every Bus Stop shall be equipped with dynamic display system, static Display system and LCD monitors and audio announcement systems.
- Static display units shall be LED boards with necessary electronic gadgets to indicate Expected Time of Arrival and Departure time of the bus, Route no, Bus Direction etc.,
- Static display unit shall be LED display board/ LCD monitor to display Passenger Information System, Recorded Messages, Advertisements, other announcements.
- All the buses shall also provide with dynamic display system, static display and audio announcement system.

- Audio announcement shall inform approaching bus stop name of the bus stop in Telugu language and English language.
- All the buses should be tracked in the corridor for which necessary Vehicle Tracking arrangements shall be provided and it should indicate real time information.
- Vehicle tracking arrangement shall be integrated with Central Control Room and it should generate Management Information System (MIS) Reports such as trip time, trip length, trip duration, halting location etc.,
- Prioritized signaling arrangement shall be provided for BRTS bus at the Intersections.
- All the signaling i.e. existing signaling & proposed signaling shall be redefined and designed for present traffic.
- At intersections signal times shall be designed with software and priority shall be given to BRT bus while bus is approaching intersection.
- Sensing of BRT bus and issue of signal for BRT bus shall be automatic and central control room can monitor and control this attribute.
- Sufficient cycle time shall be given to the pedestrians and passengers crossing the junction point.
- The software should be versatile and flexible to change the signal cycle timings as per the traffic at the intersections.
- Bidder has to demonstrate their proposal through PowerPoint Presentation on the date indicated by Vijayawada Municipal Corporation.
- The successful bidder shall open office in Vijayawada city with sufficient staff and with necessary equipments.
- Bidder shall engage at least two Software Engineer's, two Hardware Engineer's and two Traffic Engineer's in this project.
- Deployment of necessary manpower to perform the assignment
- The bidder has to procure, consumables etc that are required for the maintenance of the plant.
- Bidder should attend for the major maintenances and annual maintenances

- The bidder should handover the systems and the installations, in working conditions after expiry of the O & M period.
- Maintenance period is 5 Years and no escalation of rates is allowed and operator is not entitled to claim any escalation of rates on any item of works.
- VMC shall hold sole rights over accessing Carbon Credits under the Clean Development Mechanism (CDM) of the Kyoto Protocol.
- The bidder has to provide all the safety equipment's in the facilities and bidder is responsible for any damages, collapse, etc of the connected units and the surrounding structures.
- VMC has no responsibility in case any untoward incidents occurred during the course of execution and bidder has to take the responsibility in arranging the compensations and restorations etc.
- The service provider has to show professional skills in planning, designing and in discharging this assignment. In this connection VMC is intended evaluate the performance of the O&M operations of the operator.

J) AUTOMATIC SWITCH ON / OFF AND REMOTE MONITORING:

The system shall be provided with Microprocessor based On/Off switching control / Isolation facility with suitable electrical protections and Rem Monitoring facility.

Bidding Process : Expression of Interest invited.
 Schedule of bidding : Detailed Sheet Enclosed.

DELIVERABLES

1. Signal priority for BRT bus at Junctions.
2. Passenger information systems.
3. Vehicle tracking system.
4. Generation of Management Information System (MIS) Reports.
5. Maintenance of systems for 5 years.

DATA SHEET

- Length - 15.5 Kms
- Width of Road - 25 Meters
- No. of Bus Stops - 48
- No. of Junctions - 20
- Present traffic Junctions - 8
- No. of Buses - 40
- No. of Buses to be increased - 200
- Central Control Room - 1
- Minimum signal priority
Required for BRTS Bus - 2 No's at a time.

ANNEXURE – I
FORMS & SCHEDULES
1. LETTER OF ACCEPTANCE

From:

To

Gentlemen,

Sub:- Tender for

Ref:- Your Tender for the above work

* * * * *

Kindly refer to your letter No. dated
..... Forwarding your tender in
response to Invitation to Tender No.

You are hereby informed that the referenced tender is accepted.

You are requested to furnish the security deposit in the form specified in clause 79 of the Conditions of Contract within _____ days of the receipt of this letter and are also requested to be present at the Commissioner, Municipal Corporation, Vijayawada, VMC Office, _____, for execution of Contract documents within _____ days of the date of receipt of this letter along with non judicial stamp paper as per clause no 77 of conditions of contract.

The Contract will be governed by the Conditions of Contract as set out in the Tender Documents subject to modifications accepted by the _____ VMC.

Please return this copy duly accepted and signed.

Yours sincerely,

(Signature)

Accepted

Signature, Name & Designation

Seal of Firm

2. FORM OF AGREEMENT

THIS AGREEMENT is made on the day of 200... between (name of Employer) of (mailing address of Employer) hereinafter called “the Employer”, of the one part and (name of Contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed, viz (brief description of Works) and has, by Letter of Acceptance dated (date of Letter of Acceptance), accepted a tender by the Contractor for Operation and maintenance of such Works, NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.
3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED.

By the said

By the said

Name.....

Name

On behalf of the Contractor

On behalf of the Employer

In the presence of:

In the presence of:

.....

.....

Name.....

Name

Address.....

Address

.....

.....

.....

.....

**3. FORM OF BANK GUARANTEE FOR
SECURITY DEPOSIT / ADDITIONAL SECURITY DEPOSIT**

In consideration of the VMC, _____, (hereinafter called "VMC") having agreed to accept from _____ "the said Contractor(s)", a security deposit as may be modified from time to time wherever necessary under the terms and Conditions of the Contract entered into by the said Contractor(s) in respect of _____ work _____, Contract No. _____ under the VMC for the due fulfillment of the terms and conditions of the said Contracts under the said Engineer, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we _____ Bank _____ branch, hereby undertake the guarantee to pay immediately to the VMC, on demand in writing by the VMC, an amount of Rs. _____ (Rupees _____) without any reservation and recourse against any loss or damage caused to or suffered by the _____ VMC by reason of any breach by the said contractor(s) of any of the terms and conditions of the said contract under the said VMC

We _____ Bank, _____ further agree that the guarantee hereby contained shall remain in full force and effect during the period that will be taken for the performance of the said Agreement under the said Engineer and that it shall be in enforcement until all the dues of the _____ VMC under or by virtue of the said Contract under the said Engineer have been fully paid and their claims satisfied or discharged or until the said Engineer certifies that the terms and conditions of the said Agreement under the said Engineer have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee subject, however, that the _____ VMC shall have no rights under this guarantee after (date). We _____ Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the VMC in writing.

Dated _____ day of _____ 2006.

For _____ Bank.

4. SCHEDULES

SCHEDULE – Q

FAIR WAGES CLAUSE AS PER G.O.Ms.No.1763/P.W.D.DATED:22-3-1963

The Contractor shall pay not less than fair wages notified by the Government from time to time to the labour engaged by him on the work. No claim will be entertained on account of any revision of minimum wages which may be ordered by the Government.

“Fair Wages” means wages whether for time or place work, notified by the Government from time to time in the area in which the work is situated.

The Contractor shall notwithstanding the revisions of any Contract to the contrary cause to be paid to the labour engaged by the Sub-Contractor in connection with the said work as if the labourers had been directly employed by him.

In respect of labour directly or indirectly, employed in the works for the purpose of the Contractor’s 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 labour at the satisfaction of the Executive Engineer, VMC .

The Executive Engineer, VMC shall have the right to call for such records as required to satisfy himself on the payment of fair wages to the labour and shall have the right to deduct from the Contract a suitable amount for making good the loss suffered by the worker or workers by reasons of the “Fair Wages” clause to workers.

The Contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Government from time to time without prejudice to his right to claim indemnity from his Sub-Contractors.

Any violation of the conditions above shall be deemed to be a breach of his Contract.

The Contractor will at all times duly observe the provisions of Employment of children Act XXVI of 1938 and any re-enactment or modification of the same and will not employ or permit any person to do any work for the purpose of under the provision of this agreement in contravention of the provisions of the said Act. The Contractor hereby agrees to indemnify the VMC against all claims, penalties which may be referred by the VMC, or any person employed by the Labour Department, Govt of AP by reason of any default on the part of the contractor in observance of the provisions of Employment of Children Act XXXI of 1938 or any re-enactment or modifications of the same.

during the quarter.
Length of the Normal Wages :
periods.
Accidents :

Number of accidents			Circumstances under which accident occurred
Fatal	Permanent disablement	Temporary disablement	

Total no. of accidents during the quarter :

Compensation paid if any (in Rs.) :

Volume and value of construction
done during the quarter. :

a) Total cost of materials (approx.) :

b) Total payment of workers :

c) Overhead Charges (approx.) :

d) Total man hours worked :

e) Maternity benefits

No. of female workers
who have been given
maternity benefit. :

Amount paid. :

6. SCHEDULES

VOLUME-I

(TO BE SUBMITTED IN SEALED COVER 'A')

CONTENTS

SERIAL NO. / SCHEDULE	DESCRIPTION	PAGE NO.
----------------------------------	--------------------	---------------------

SCHEDULES OF SUPPLEMENTARY INFORMATION

Schedule B	Form of Bank Guarantee for Earnest Money Deposit	I-2
Schedule C	Income Tax Clearance Certificate (Latest)	I-4
Schedule D	Sales Tax Clearance Certificate	I-8
Schedule E	Identification and Financial Data Sheet	I-9
Schedule F	Project Experience Record (Parts A, B, C & D)	I-12
Schedule H	Personnel	I-17
Schedule J	Bio-data of Technical Personnel of Tenderer	I-18
Schedule K	Record of Arbitration and Litigation	I-19
Schedule L	History of Criminal Cases	I-20
Schedule M	Form of General Power of Attorney	I-21
Schedule N	Joint Venture with proforma	I-22
Schedule P	Copy of Registration of Contractor	I-26
Schedule Q	Affidavit	I-27
Schedule R	Bank Certificate/ Credit Facility/Liquid Assets	I-28

TENDERER

Vol-I - 68

**Chief Engineer
Municipal Corporation
VIJAYAWADA.**

7. SCHEDULE

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS _____ (name of firm hereinafter called 'TENDERER') wish to participate in tender enquiry No: E9-16415/2005 dt 08-05-2006 for (Name of work)

AND WHEREAS in terms of the tender conditions the Tenderer is required to furnish to the VMC a Bank Guarantee for a sum of Rs. _____ (Rupees _____) as earnest money against the Tenderer's offer aforesaid.

AND WHEREAS We, _____ Bank, _____ branch have at the request of the Tenderer agreed to give to the VMC this guarantee as hereinafter contained.

We, _____ Bank, _____ branch, hereby undertake the guarantee to pay immediately to the VMC, on demand in writing by the VMC, an amount of Rs. _____ (Rupees _____) without any reservation and recourse if the Tenderer shall for any reason withdraw whether expressly or implied their said tender during the period of its validity or any extension thereof or the Tenderer fails to execute the agreement for the work awarded to them by the VMC.

We, The _____ Bank, _____ further agree to that our liability to pay the aforesaid amount is not dependent or conditional on the VMC proceeding against the Tenderer and we shall be liable to pay the amount without any demur, merely on a claim raised by the VMC.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the said Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money(s) due to the VMC in respect of such liability under the guarantee is restricted to Rs. _____ (Rupees _____). Our

TENDERER

Vol-I - 69

**Chief Engineer
Municipal Corporation
VIJAYAWADA.**

guarantee shall remain in force until _____. We shall be relieved and discharged from all our liability there under.

We, the _____, undertake not to revoke this guarantee during its pendency/currency except with the previous consent of the VMC in writing.

Station :

Name of the Bank :

8. SCHEDULE

INCOME TAX CLEARANCE CERTIFICATE

FORM - 'I'

1. Name and style (of the Co., Firm, HUF or Individual) in which the applicant is assessed or assessable to Income-Tax and address for the purpose of assessment :
2. Names and addresses of all companies firms, Associations or persons in which the applicant is substantially interested in his individual or fiduciary capacity

Note: For the purpose of Clause (2) above the words 'substantially interested' would have the same meaning as in explanation to section 40A(2).

3. (a) The Income-Tax Circle/Ward/District in which the applicant is assessed and the Permanent Account No.
- (b) In case of partnership firm:

Name of the Partner (1)	Address (2)	Permanent Account No. (3)	Income-tax circle/ ward where assessed (4)
----------------------------	----------------	------------------------------	--

4. The following particulars are to be furnished concerning the Income-Tax Assessments for the preceding five years:

Year (1)	Total income (2)	Tax demanded (3)	Tax paid (4)	Balance due (5)
-------------	---------------------	---------------------	-----------------	--------------------

5. (a) Has any penalty for concealment been imposed under the provisions of the Income-Tax Act, 1961 or Wealth-tax Act, 1957 on or after 1st April 1975?
 - (i) If answer is affirmative, the date, amount of penalty imposed and the section under which imposed.

TENDERER

Vol-I - 71

**Chief Engineer
Municipal Corporation
VIJAYAWADA.**

- (ii) Has any appeal has been filed against the Penalty Order before the Appellate Assistant Commissioner of Income-Tax or before the Income Tax Appellate Tribunal? If so, what was the result thereof along with date of the appellate order?
- (b) Has there been any conviction for an offence within the meaning of section 277 of the Income-tax Act, 1961 or under section 36(2) of the Wealth-tax Act, 1957 or under section 199/200 of the Indian Penal Code? If so, the date of conviction orders.
- c) Details of total contract amount received by the applicant, whose name is mentioned against (1) above, during the preceding five accounting years.

Date of previous year ending	Assessment Year	Total Contract amount received	The name of the authority or persons from whom amounts are received
(1)	(2)	(3)	(4)

5. In case there has been no I.T. Assessment for any year, whether returns have been submitted under section 139(2) and 133 of the Income-tax Act, 1961 or tax has been paid in advance under section 210(3) of the Income-tax, 1961 and if so, the amount of income returned for each year and tax of each of the five years mentioned above and the I.T Circle/Ward/District concerned where such returns have been filed, give reasons for the same.

Assessment year	Income returned	Tax paid on self-assessment u/s.140A	Tax paid in advance u/s.210	Date of payment
(1)	(2)	(3)	(4)	(5)

7. Whether any attachment certificate or proceedings are pending in respect of the arrears and the name and address of the branch(es) if any.

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

Signature of the Tenderer / Contractor: _____

Date : _____ 20__ P A N : _____

Address : _____

Note: 1) Tax in Column 3 and 4 of para 4 include all items viz., I.T., S.T., Surcharge, etc.

9. CERTIFICATE

I hereby certify that:-

- i) Information contained in this application has been verified from the assessment records and found correct.
- ii) The assessee has paid all tax demands due other than those, which have been stayed by the competent authority.
- iii) The assessee has been co-operating with the Department in facilitating the completion of the pending assessments.
 - a) The period of three year has expired from the date of the appellate order of the Income-tax Appellate Tribunal confirming or partially confirming the penalty levied on or after 1-4-75 u/s.271(1)(c) of the Income-tax Act, 1961 or u/s. 18(1)(c) of the Wealth-tax Act, 1957.

Or

In cases where no appeal has been filed by the assessee against the penalty imposed on or after 1-4-75 under section 271(1)(c) of the Income-tax Act, 1961 or u/s.18(1)(c) of the Wealth-tax Act, 1957, the period of three years has expired from the date of imposition of the penalty.

- b) The period of three years has expired from the date of the order of conviction on or after 1-4-75 u/s.277 of the Income-tax Act or u/s.36(1) of the Wealth-tax At, 1957 or u/s.199/200 of the Indian Penal Code.

Note:- Delete whichever is inapplicable in the above certificate.

Date : Signature of the I.T.O.

Seal : Circle/Ward/District

10. SCHEDULE OF SUPPLEMENTARY INFORMATION - D

SALES TAX CLEARANCE CERTIFICATE

Office of the Commercial Tax Officer,
_____ Circle

Gl.No.

Dated :

CERTIFICATE

This is to certify that M/s.

_____ having their Regd.

Office at address _____

_____ are on the rolls of the

Commercial Tax Officer, _____ Circle, _____ with

the following registration number(s):-

APGST No. _____

CST No. _____

They have filed their monthly A-2 returns and have paid tax up to

_____ under the APGST and CST Act and the assessment has been
completed for the Financial Year _____.

Commercial Tax Officer,

_____ Circle

11. SCHEDULE OF SUPPLEMENTARY INFORMATION - E

IDENTIFICATION AND FINANCIAL DATA SHEET

1. Audited Financial Statements (Balance Sheet and Profit and loss account) for the last five years (Preceding last financial year) including Contingent Liabilities and Projects in progress duly certified by the Chartered Accountant in the format enclosed.(Illustrative example is also enclosed for guidance).
2. Latest Solvency Certificate from a Scheduled / Nationalized Bank, obtained not earlier than 3 months prior to tender date.
3. Certificate for credit limits from a Scheduled / Nationalized Bank, obtained not earlier than 3 months prior to tender date.

Note:

If the tenderer is a company, Annual reports of the financial years 2001 to 2006, along with the audited reports under the Companies Act shall be furnished.

In case of tenderers other than the companies, if the turnover in any of the above financial years exceeds Rs. 40/- Lakhs per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income Tax Act shall be furnished. If the audited reports under section 44AB of Income Tax are not furnished for every year, it will be deemed that the turn over for that year was less than Rs.40 lakhs.

In case of tenderers other than the companies, if the turn over in any of the above financial years does not exceed Rs. 40 Lakhs per annum, the following certificate shall be given by the Chartered Accountant for each year for the Profit and Loss Account and the Balance sheet.

“We have audited the above Profit and Loss Account / Balance Sheet of _____ as on _____ for the financial year ending _____ and in our opinion the said accounts give a true and fair view. The said balance sheet and Profit & Loss Account are in agreement with books of accounts and returns produced and that we have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of the audit.

4. Originals of the certificates shall be produced at the time of opening tenders.

14. SCHEDULE OF SUPPLEMENTARY INFORMATION - J

**BIO-DATA OF TECHNICAL PERSONNEL OF THE TENDERER WHO
WILL BE AVAILABLE FOR THE EXECUTION OF THE PROPOSED CONTRACT**

(furnish data separately for each of the personnel)

- a) S.No. :
- b) Name :
- c) Designation :
- d) Qualifications :
- e) Duration of employment with Tenderer :
- f) Years of professional experience :
- g) Experience on works of similar nature during employment with Tenderer, and previous employment, if any. Details to be furnished in reverse order starting with present project :

Name :

Signature :

Date :

Seal of Company

Designation :

TENDERER

77

**Chief Engineer
Municipal Corporation
VIJAYAWADA.**

17. SCHEDULE OF SUPPLEMENTARY INFORMATION – M
GENERAL POWER OF ATTORNEY

By this power of Attorney, I/We, s/o
 aged about years, r/o.

, Partners of .
 having its registered office at
hereby appoint
, aged about years s/o.
 as our lawful attorney on behalf of the
 company, to do and execute all or any of the following acts, deed and things, that is to say:

- 1) To apply for, obtain and renew all licenses, permits, etc., that are necessary for carrying on the said business.
- 2) To submit all statements, returns, etc., to proper authorities as required by any law or rule in force and to verify the same by production of documents and papers.
- 3) To appoint, employ, dismiss or discharge any agent, broker, office, clerk, peon or any other person at such remuneration, commission, or salary, as the said attorney thinks fit.
- 4) To draw, accept, endorse, negotiate or pay any bill of exchange, hundi, promissory note, cheque, draft, railway receipt, bill of lading or other instrument which may be deemed necessary for carrying on the said business.
- 5) To open and operate bank accounts in any bank or banks in the name of the firm and/or to authorize any person or persons to operate the above bank account.
- 6) To borrow or raise loans from time to time, such sums of money, from any individuals, recognized financial institutions such as Banks, Andhra Pradesh State Financial Corporation, Industrial Development Corporation etc., and upon such terms as the said attorney may think fit upon the security of any of the properties of the firm whether movable or immovable and for such purpose to execute such document or documents as may be necessary for securing the repayment of such loan or loans.
- 7) To negotiate, enter into any bargain, do all acts, things or execute any deeds or documents or other instruments or assurances as may be necessary for selling, mortgaging or purchasing any movable or immovable property, from any individual, recognized financial institutions such as Banks, Andhra Pradesh State Financial Corporation, Industrial Development Corporation etc., and upon such terms as the said attorney may thinks fit.
- 8) To institute contest, compound, submit to arbitration all suits proceedings, claims, demands etc., arising in course of or in relation to the aforesaid business.
- 9) To execute and sign in our name individually or collectively and on our behalf any document, letter or deed in respect of to carry on the business effectively.

And I/We hereby agree to ratify and confirm all and whatsoever our said attorney shall lawfully do or cause to be done by virtue of this deed.

In witness whereof, I/We the said partners has hereto signed at..... on this the

WITNESSES:-	<u>Name of Partner</u>	<u>Signatures</u>
1.	1.	1.
	2.	2.
2.	3.	3.
		Date :

18. SHEDULE OF SUPPLEMENTARY INFORMATION - N

JOINT VENTURE AGREEMENT (Format)

The Joint Venture Agreement made at _____ on this day of _____ th _____, 200_____.

M/s. _____ a Registered partnership firm / Construction company / Contractor / Manufacturer etc., having its registered office at _____, represented by its _____ hereinafter called and referred as the party of the **First Part**.

M/s. _____ a Registered partnership firm / Construction company / Contractor / Manufacturer etc., having its registered office at _____, represented by its _____ herein after called and referred as the party of the **Second Part**.

M/s. _____ a Registered partnership firm / Construction company / Contractor / Manufacturer etc., having its registered office at _____, represented by its _____ hereinafter called and referred as the party of the **Third Part**.

.....
.....

WHEREAS the party of the First Part is a Construction Company / Contractor / Partnership Firm / Manufacturer / Undertaking major civil Works / Supply of goods and equipment such as CI / DI / RCC / PSC / MS Pipes / Pumps / Motors / Water Meters etc.

WHEREAS the party of the First Part is a Construction Company / Contractor / Partnership Firm / Manufacturer / Undertaking major civil Works / Supply of goods and equipment such as CI / DI / RCC / PSC / MS Pipes / Pumps / Motors / Water Meters etc.

AND

WHEREAS the party of the First Part is a Construction Company / Contractor / Partnership Firm / Manufacturer / Undertaking major civil Works / Supply of goods and equipment such as CI / DI / RCC / PSC / MS Pipes / Pumps / Motors / Water Meters etc.

WHEREAS the parties, hereto have associated themselves into a Joint Venture / Consortium for the purpose of preparing and submitting Pre-qualification / Post-qualification / Tender for and successfully executing the works of “ _____ ” for which tenders have been invited by the VMC vide Tender Notice No. _____, Dated: _____.

WHEREAS it is mutually decided by the parties hereto that the Joint Venture / Consortium will be known as _____ - (Consortium) and that the part of the First Part viz., and submitting of tender on behalf of the Joint Venture / Consortium.

Now therefore, it is hereby agreed and declared by and between the parties hereto as follows.

1. Definitions:

In this Agreement the following expression shall have the following meaning.

JOINT VENTURE / CONSORTIUM – for the purpose of this agreement shall mean acting in collaboration by the parties hereto in a Joint Venture.

JOINT VENTURE – shall mean all the parties to this Agreement acting jointing and / or severally to execute the “Works”.

The extent of such acting jointly and/or severally shall be as enumerated below.

THE WORKS – Shall mean, the works as described in the Schedule hereunder written and any sanctioned venation’s thereto.

THE CONTRACT – shall mean any contracts entered into by the Joint Venture with the Employer for the execution of the works. The EMPLOYER – shall means, the Commissioner, Municipal Corporation, Vijayawada, VMC for the work as per Contract.

Preparation & Submission of Tender:

The parties of the Joint Venture (JV) shall jointly prepare and submit the pre-qualifications / post-qualification / tender documents in the name of the Joint Venture which shall be in such form and shall contain such items and conditions as the employer shall require. After its preparation and submission as aforesaid, the Joint Venture shall be jointly and severally bound by the provision of the tender or tenders and none of the party of the Joint Venture can vary or seek to vary the same without previous written consent of the other.

Any bond, Guarantees or Indemnities required by or arising out of the terms and conditions of the tender or contract shall be procured by the parties proportionate to their share of participation or as agreed by mutual consent. In connection with submission of the tenders and the execution of the works, no party of this Join Venture shall in any way act either alone or jointly with, by or through any other party in a manner likely to be detrimental to the tender and/or execution of the work(s).

The Acceptance of Tender:

If the employer accepts the tender it shall be joint binding on the Joint Venture. In that event, the Leader of the Joint Venture shall for an on behalf of the Joint Venture enter into a contract in consultation with the parties herein, with the employer to execute the works and the members of the Joint Venture do hereby jointly and severally bind themselves to fulfill the contract and execute the work faithfully and perform and observe all the terms and conditions thereon of both as to one another and to the employer. If the said Joint Venture is successful in procuring and executing and completing the said works, the parties of the Joint Venture will discharge the responsibilities of each as required for proper execution of work.

Participation:

Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under:

<u>Name of the Company</u>	<u>Physical & Financial Distribution of Work</u>
----------------------------	--

- 1.
- 2.
- 3.
- 4.
- 5.

Execution and Control of Works:

The performance of the contracts and execution of the works will be subject to the overall control of a Supervisory Board, which will consist of representatives of all the parties hereto, holding Power of Attorney. Subject to the overriding authority of the supervisory board, execution and carrying out works, co-ordinated, managed and directed by the project manager appointed by the Leader of the Joint Venture.

Working Capital and Banking Accounts:

As soon as necessary after acceptance of the tender, the Leader of the Joint Venture shall open a separate Bank Accounts with the concurrence of the parties with such bankers and at such places. The members of the Joint Venture shall contribute such sums commensurate to their value of works to the said accounts as required for proper performance of the contract. The said Banking Accounts shall be operated in accordance with the instructions of the Supervisory Board.

Assignment:

No parties to this Agreement shall have the right to assign or its benefits or liabilities under this Agreement to any other, firm or person without obtaining the prior written consent of the other parties.

Law:

All the disputes under this Agreement shall be subject to the jurisdiction of the Vijayawada Courts only.

IN WITNESS WHEREOF the parties hereto have set the subscribed their respective hands hereinto on the day month and year first herein above written.

SIGNED AND DELIVERED BY

- 1.
- 2.
- 3.
- 4.
- 5.

Witness:

- 1.
- 2.

19. SCHEDULE OF SUPPLEMENTARY INFORMATION – P

Contractor's Registration

1. Copy of Contractor's Registration in the required class and above shall be enclosed

20. SCHEDULE OF SUPPLEMENTARY INFORMATION – Q

AFFIDAVIT

I/We _____ certify that the information furnished by me/us in the Schedules of Supplementary information F, G, H, I, J, K, L and M is true and agree that my / our tender shall be rejected if I/We am/are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and/or statements submitted in proof of the eligibility and qualification requirements or if I/We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and/or has/have participated in previous tendering for the same work/s and had quoted unreasonable high tender premium. In addition I/We shall be blacklisted and the work be taken over invoking clause no 60(a) of the General conditions of contract and Conditions of particular application.

I/We _____ agree to be disqualified for tendering further works in the VMC if I/We _____ withdraw my/Our tender without a valid reason (to be decided by the Authority competent to accept the tender).

I/We _____ certify that no criminal cases are pending against me/us partners at the time of submitting the tender.

I/We _____ accept that my/our tender shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the tender.

I/We _____ agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We _____ will abide by the action taken by the VMC / Andhra Pradesh Government without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me / us.

I/We _____ certify that the following addenda issued by the VMC have been received by me/us and incorporated in my /our tender.

- | | |
|---|-------|
| 1 | dated |
| 2 | dated |
| 3 | dated |

(Add if the addenda issued are more than 3)

7. Further I / We _____ certify that no near relatives(as defined in IT 3.3(e)) are working in the VMC.

8. I / We _____ also agree to undertake to keep accurate and system of accounts, records and furnish the same (including that of sub-contractor) and agree to reimburse VMC any excess amount claimed by me / us over and above my / our entitlement as per clause 98 of the General Conditions of contract.

Dated this day of 2006

Signature in the capacity of duly authorised to sign the

Tender for and on behalf of

.....
(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness :

SCHEDULE – R (LIQUID ASSETS/ CREDIT FACILITY/SOLVENCY CERTIFICATE)

BANK CERTIFICATE

This is to certify that M/sis a reputed company with a good financial standing. If the contract for the work namely.....is awarded to the above firm, we shall be able to provide over draft/credit facilities to the extent of Rs:to meet their working capital requirements for executing the above contract.

Signature of Sr. Bank Manager

Name of Bank

Address of Bank

**SAMPLE FORMAT FOR
SOLVENCY CERTIFICATE**

I,Manager of
.....Branch,do
here by certify that Sri/M/S.S/O.
.....R/ois a solvent to
the extent of Rs:(Rupees
.....only as per the
information and records available with us.

Signature:

Name:

Designation:

Seal: