

# **(VOLUME-II)**

**Special Conditions for**  
**Sewer Desilting work**

### **Additional Clauses as per specific requirement of the work**


1. The condition in Section 1: Instruction to Bidders (ITB) - A. General - 3. Eligible Bidders - 3.2 stands deleted. No joint venture (JV) is allowed to participate in the tender. Any other reference pertaining to JV shall be deemed to be null and void.
2. The condition in Section 1: Instruction to Bidders (ITB) – A. General – 4.2 (c) (i) may be read as: Experience in works of a similar nature and size for each of the last seven years with certificates from the concerned officer not below the rank of Executive Engineer or equivalent in Govt. Department / Semi Govt. / Board / Corporation / Statutory Body under Central Govt. & State Govt. / UT.
3. The condition in Section 1: Instruction to Bidders (ITB) - A. General - 4.5 Qualification Criteria - 4.5A may be read as:
  - i) Minimum average annual financial turnover (as certified by the Chartered Accountant) during the last three years, ending 31st March of the previous financial year, should not be less than 30% of the value of work. The turnover shall be updated to price level of the last financial year at the rate of 8% per year compounded yearly.
  - ii) Experience of having successfully completed similar works during the last seven years ending last day of month previous to the one in which bids are invited should be either of the following: -
    - (a) Three similar works each costing not less than 40% of the value of work. or
    - (b) Two similar works each costing not less than 50% of the value of work. or
    - (c) One similar work costing not less than 80% of the value of work.

The amount of works shall be updated to price level of the last financial year at the rate of 8% per year compounded yearly.

**Note: Similar nature of work means: - Desilting of sewer line by Super Sucker Machine.**
  - iii) **The agency should have at-least one Super Sucker Machine of capacity 180 HP to 400 HP owned on his name. Valid documentary proof stating the HP capacity of the machine should be attached.**
4. The condition in Section 1: Instruction to Bidders (ITB) - F. Award of Contract - 35 Advances stands deleted.
5. In case of any ambiguity between any two conditions in NIT, condition mention in Vol -II (attached at additional document) will prevail.
6. In case of any contradiction / ambiguity in the DNIT, decision of Chief Engineer, Infra -II, FMDA would be final.


**Special conditions of contract as per the requirement of the work.**

1. The condition in Section 3 - Part -I General Conditions of Contract - A. General - 7. Subcontracting stands deleted.
2. The condition in Section 3 - Part -I General Conditions of Contract - D. Cost Control - 44. Compensation Events stands deleted.
3. The condition in Section 3 - Part -I General Conditions of Contract - D. Cost Control - 50. Advance Payment stands deleted.
4. The condition in Section 3 - Part -I General Conditions of Contract - D. Cost Control - 50.4. Secured Advance stands deleted.
5. The condition in Section 3 - Part -I General Conditions of Contract - D. Cost Control - 55. Substantial completion - 55.1 stands deleted.
6. The condition in Section 3 - Part -II Special Conditions of Contract – 15 a. The formula for price adjustment of prices are: (i) Adjustment of price for bitumen & (iii) Adjustment of POL (fuel and lubricant) component stands deleted.
7. The condition in Section 3 - Part -II Special Conditions of Contract - 18. The amounts of the advance payment are: I - Mobilization stands deleted.
8. The condition in Section 3 - Part -II Special Conditions of Contract - 18. The amounts of the advance payment are: II - Secured advance for non - perishable materials brought to site stands deleted.
9. The condition in Section 3 - Part -II Special Conditions of Contract - 18. The amounts of the advance payment are : III - Machinery Advance stands deleted.
10. In case of any ambiguity between any two conditions in NIT, condition mention in Vol -II (attached at additional document) will prevail.
11. In case of any contradiction / ambiguity in the DNIT, decision of Chief Engineer, Infra -II, FMDA would be final.

  
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**Infra-II, FMDA**  
**Faridabad**

### **PENALTY CLAUSES**

1. Agency should ensure proper diversion of sewage in master sewer line with all material & manpower if at any time found agency divert the sewage without pumping than recovery of following rates will be made from the bill:-
  - i) For 600 to 900mm i/d pipe line = Rs. 500/- Per Mtr length of sewer line blocked for desilting per day.
  - ii) For above 900 mm & above i/d pipe line = Rs. 700/- Per Mtr Length of sewer line blocked for desilting per day.
2. The agency should clean at-least 500 Mtr sewer line in each month. He should engage as much machinery, manpower needed & nothing extra will be paid. In case of less progress the penalty of Rs. 5000/- per day will be imposed.
3. The manhole cover will have to be replaced immediately within 2 – 4 hours, otherwise penalty @ Rs.1000/- per hour will be levied against the agency subject to maximum of Rs.10,000/- and then the manhole cover will be replaced by the Deptt. At the risk and cost of the agency. In case any mishap occurs during the replacement of manhole cover, the responsibility of legal and financial liability will be with the agency. The agency should keep at-least 100 No Manhole covers of required specification and code at the store of FMDA at all time, otherwise penalty of Rs.50, 000/- per month will be levied. In case the manhole cover are finished in the store.
4. Similarly damaged manhole slabs should be repaired immediately on receipt of complaint within 02 days, otherwise penalty @ Rs.25,000/- per day will be levied subject to maximum of Rs.2,50,000/- in addition to the liquidated damages as per CBD.
5. The Successful bidder will appoint one engineer having degree or diploma in Civil Engineering and who is well conversant with the sewerage work. The Resume of the engineer shall be got approved from the Infra-II FMDA. In case of non- Compliance the person will be deputed by FMDA and payment of Rs.35,000/- Per Month be deducted and paid to him during the pendency of contract agreement. The said engineer will be submitted the daily work progress report to the Engineer-in-charge failing which penalty will be imposed.

  
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### **SPECIAL CONDITIONS**

1. The work will be carried out according to P.W.D., B&R and Public Health Branch standard specification latest edition which will form a part and parcel of this contract schedule of rates.
2. All classes of work not otherwise described shall be executed in accordance with the principal laid down in the HR. P.W.D. Public Health Branch specification and B& R Branch book of the specification 1990 edition in the cases of the building work.
3. Approximate quantities are given in the contract schedule of rates and these can vary at the time of execution of the work. The payment will be made according to the actual work done by the contractor.
4. Only tertiary treated water will be used in the work and the cost for supply & further treatment as per construction purposes will be borne by the contractor / firm. The tertiary treated water is available at STP, tested and treated before use if required, at his own cost.
5. The contractor shall have to complete the entire scope of work irrespective of the total quantity taken in the DNIT.
6. The items given in the contract schedule of rates can be changed by the Engineer-in-charge and its execution will be binding upon the contractor.
7. Nothing extra shall be paid on account of any damages caused due to rain, flood or any other act of GOD.
8. The contractor shall be required to produce samples of all the materials sufficiently in advance to obtain approval of the Engineer-in-charge. Subsequently the materials to be obtained for actual execution of the work shall strictly confirm to the quality of samples approved. In case of variation materials shall be liable to be rejected.
9. Nothing extra shall be paid for any type of jungle clearance which the tenderer may have to carry out it.
10. Nothing extra shall be paid for making and Mtc. of diversion of road and transportation of the material for execution of work.
11. If any damage is done by the contractor to any existing work i.e. sewer line, water supply line, SWD line & other structure during the course of excavation of the work this shall have to be made good by him at his own cost.
12. **The contractor shall take all the precaution to avoid the accidents by providing and maintaining necessary caution boards, night signals, speed limit breakers, red flags and red lights and providing barriers as necessary at either end of the locations. All these arrangements will be considered as incidental to the work and contractor's responsibility and nothing extra shall be payable to him for this.**
13. The contractor shall make his own arrangement for obtaining the electric

connection, if required and make necessary payment directly to the department concerned.

14. RATES: - Rates includes the cost of all the material labour charges, wastage, temporary works, hiring, and defect liability period as well as the general liabilities/obligations and risks rising out of the conditions of contract making arrangement of diversion traffic of carrying out the work on part width at night or during non-peak hours etc. complete as per specification. The rates shall have to borne by the contractor directly.
15. Nothing shall be paid for unforeseen delays on account of non-availability of any kinds of material, drawings, or design.
16. Material collected in excess shall not be paid for and if the same is not removed from the site of work within one month from the date of final measurements, the same shall become the property of the authority.
17. The contractor shall provide such recessed holes, opening etc. as directed by the Engineer-in –charge as required for electrical/sanitary work and nothing shall be payable on this account.
18. The department reserves the option to take away any item or any part thereof at any time during the execution of contract and re- allot to another contractor with the notice to the contractor without liability of compensation.
19. The Engineer-in –charge reserves the right to make the changes/alternation in specification & design drawing and scope of work on account of the Technical/administrative grounds and this will be accepted by the contractor without any financial obligation except that the change in quantities of different items will be payable in accordance with the amended planning for which written orders will be conveyed by the Engineer –in –charge. In addition, the departmental liability will be limited to the competent authority accepting the tenders.
20. The contractor should take instructions from the Engineer-In –Charge regarding collection and stacking of materials at specified place.
21. Income tax or any other tax/ CESS deduction as notified by the Govt./ time to time shall be deducted from the running bill of the contractor / firm of work done as per Govt. instruction.
22. All material/ ingredients shall be as per relevant IS codes and Haryana PWD specifications.
23. The workmanship shall also be in accordance with relevant code/ specification.
24. The work including transportation of pipes up to the site of work, road cutting and remarking with fresh material as the existing material could not be stacked to utilize the same in view of space constraint.
25. The rates quoted shall be deemed to be inclusive all cost of materials, transportation, costs of labour, tools and plant for all the operations involved in

- the completion of the works including the defect liability period.
26. The Contractor / firm is fully responsible for the quality and quantity of materials to be used at site. He is absolutely liable to make the good for any deficiency on this count.
  27. The contractor shall be solely responsible for safety and security of manpower at work and public in General. For this purpose, he shall arrange all precautionary arrangements including the steel covers for the work under execution and is required to obtain a comprehensive insurance policy to compensate the aggrieved – party.
  28. During the excavation of work if the de –watering is required due to any reason i.e. raised water table raised / seepage of sewer / leakage of water line, will be done by the agency free of cost & no extra payment will be made to the agency.
  29. In case samples have been drawn by the state vigilance bureau or by any other authority but the report and test result of samples have not been received, the payment of running bills, final bill & security will be released after the contractor furnished on undertaking in shape of indemnity bound on the following lines: -  
 “I \_\_\_\_\_ son of Shri \_\_\_\_\_ resident of \_\_\_\_\_ do here by undertake to bear the recoveries if any, invited by FMDA an account of any adverse results for the samples taken by the State Vigilance Department or any other authority from the work of \_\_\_\_\_ . I further undertake that I will reconstruct the structure if declared unsafe due to result of the samples. I also undertake that in case of any item of work contains defect of nature which do not endanger the structural stability of the work. It may be accepted and the payment thereof shall be made to us at the reduced rates decided by the Engineer –in –Charge which will be final and binding on us. I have no objection if all the recoveries are made from any other contract executed with FMDA as well as with other Organization.
  30. No payment will be made for the following problem / incidents involved at site of work :-
    - a) Pumping / bailing out / dewatering of water/ waste water from the site area and excavated trenches etc.
    - b) Repairs / Replacement of various other services damaged during construction.
    - c) In case of narrow working space, shifting of excavated soil and again taking to work site for back filling.
    - d) Dismantling of metalled road / Pucca pavement.
    - e) Proper provision of barricading.
    - f) Earth filling or earth excavation
 Prospective bidder shall quote the rates after examining the site conditions as no compensation/payment will be made on the aforesaid conditions and

no claim whatsoever will be entertained by FMDA in this regard.

31. In all items of cement concrete work only Ready-Mix Concrete (RMC) shall be used of approved make of cement i.e. Ambuja, Vikram, ACC, JK, Grasim, Ultratech & prior approval from Engineer –in –charge is must before procuring of concrete. All the record slips/ batch report of the concrete procured from RMC plant shall be kept in proper record in the site office and a copy of the same shall be submitted to the department along with bills.
32. The work will be open to third party inspection arranged by the Deptt. The charges for third party inspection will be borne by the Deptt. However, necessary test of material will be got carried out from Shri Ram institute and the charges will be borne by the contractor.
33. Necessary tests will be carried out from Shri Ram Institute on at least monthly basis or as directed by Engineer-in-charge of work or any authority and the charges will be borne by the contractual agency.
34. Manual entry in any manhole, sump well, IPS and sewer line will not be allowed.
35. Directions given by Hon'ble Supreme Court of India and NGT regarding manual scavenging are binding on successful bidder.
36. All cleaning/Desilting of disposal & sewer lines, manholes etc. should be through mechanical means.
37. All safety precautions should be taken before starting and during the work of cleaning & de-silting of manhole or sewer line.
38. Any mishap or causality during execution of work will be the responsibility or the agency. All legal and financial implication will be on the agency.
39. All the staff and machinery should be insured by the agency before starting the work and proof should be submitted.
40. The M&I wing of FMDA will check the level of silt in the manhole of sewer line before starting of de-silting work and record will be prepared.
41. The manhole cover shall be prepared with the logo of FMDA as per relevant.
42. The payment will be made only after checking of silt in manholes & sewer line through CCTV camera in the presence of M&I wing of FMDA, so every line should be got check before opening the manhole.
43. Minimum 1 No. Supervisor & 2 No. Sewer man are to be available round the clock.
44. Complaint register & log book to be maintained by the agency & daily progress report be sent to Engineer-in-charge of FMDA.

45. Super sucker machine and jetting machine should be available in 5 km radius to resolve the complaint within 4 hours.
46. Rs. 2,000/- per hour will be charged as penalty after 24 hours if complaint is not resolved in addition to the liquidated damages as per CBD.
47. Any repair or construction if required on related lines, agency will execute the same and payment will be made accordingly.
48. The agency will have to clear the blockage within 24 hours of receipt of complaint on E-mail, whatsapp or telephonic message, call to the supervisor.
49. All the manpower, equipment, consumable involved in desilting of sewer lines will be arranged by agency and nothing extra will be paid.
50. During rainy season (July to September) additional manpower, jetting machines, suction tankers will be arranged by the agency as per requirement by Engineer-in-charge and payment of extra DG set, pumping set, suction tanker will be paid by FMDA as per mutual agreement on rates as decided by FMDA. However, the same will have to be arranged by the agency immediately otherwise Rs.25,000/- penalty per day in addition to the liquidated damages as per CBD & no claim will be entertained.
51. In case of Emergency, the successful bidder can be deputed for Desilting/ Jetting etc anywhere in Faridabad and following rates will be applied: -
  - Super Sucker Machine for Desilting- Rs. 30000/- per day
  - Jetting Machine- Rs. 7000/- per day
  - Hydra/JCB @ Rs. 6000/- per day
  - Temporary Arrangement of Pumping Machinery for De-watering including diesel and Operator @ Rs. 3000/- per day

  
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### **SPECIAL CONDITIONS (NATIONAL GREEN TRIBUNAL)**


In order to implement the directions given by National Green Tribunal dated 26.11.14, 04.12.14 and 19.01.2015 in Original Application No. 21 of 2014 in the matter of Vardhman Kaushik V/s Union of India and Others, other similar cases instructions will be part of DNIT/ Agreement of the contractual public works in FMDA so that the directions given by National Green Tribunal on various dates are implemented.

1. There should be no hot mixing on the road side. During construction and maintenance of road, it shall also ensure that coal tar, bitumen and asphalt is brought in molten condition and same is neither burnt nor fire is put to melt these substances on open roads.
2. The demolition material and construction material or transported by contractor with proper coverage and precautions, in order not to be cause air pollution.
3. No Govt. authority, contractor, builders would be permitted to store and dump construction material or debris on the metaled road.
4. Such storage does not cause any obstruction to the free flow of traffic and/or inconvenience to the pedestrians. Every builder, contractor or person shall ensure that the construction material is completely covered by tarpaulin. To ensure that no dust particles are permitted to pollute the air quality as a result of such storage.
5. The builder/contractor will be responsible and ensure that their activity does not cause any air pollution during the course of the construction and/or storage of material or construction activity shall be liable to be prosecuted under the law in force.
6. All trucks or vehicles of any kind which are used for construction purposes and/or are carrying construction materials like cement sand and other allied material shall be fully covered dust free and/or other precautions would be taken to ensure that en-route their destination, the dust, sand or other particles are not permitted to be released in the air and/or contaminate air. Any truck which is not complying with these directions would not be permitted to enter in the NCR region.
7. All other arrangement as per enclosed check sheet given below: -

#### **CHECK LIST FOR COMPLIANCE TO THE INSTRUCTIONS ISSUED BY NATIONAL GREEN TRIBUNAL:**

| S. No. | Directions / Orders   |
|--------|---|
| 1      | Arrangement for tarpaulin on scaffolding around the area of construction  |
| 2      | Arrangement for covering stacked material to prevent dispersion in the air.   |
| 3      | Arrangement to avoid dispersion of construction material during transportation.   |
| 4      | Arrangement for dust omission during construction at site.  |
| 5      | Arrangement of cleaning vehicle used for transportation of construction material after unloading  |
| 6      | Arrangement of masks for the workers at construction site involved in loading, unloading, carriage of material and construction debris. |

|    |  |
|----|--|
| 7  | Arrangement of medical help and treatment for workers involved at construction site.   |
| 8  | Arrangement for disposal of debris waste of the construction site to the designated dumping site.  |
| 9  | Arrangement of use of wet jet in grinding and stone cutting  |
| 10 | Arrangement of providing wind breaking wall around the construction site.  |
| 11 | Undertaking from the contractual agency that during construction and maintenance of roads, coal tar and bitumen shall not be burnt to melt the substances on open roads  |
| 12 | Undertaking from the contractor not to store and dump construction material / debris on metalled road.   |
| 13 | Undertaking from the contractor that construction activity will not cause in air pollution during construction storage of material or construction activity.   |
| 14 | Undertaking from the contractual agency that the work will be carried out as per the Ministry of Environment, guidelines and NGT directions and in case of violation, he shall liable to punishment as per the provision in the Law. |

  
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