

# ATAL INDORE CITY TRANSPORT SERVICES LIMITED

## अटल इन्दौर सिटी ट्रांसपोर्ट सर्विसेस लिमिटेड

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"परिशिष्ट-अ"

## कार्यालय अटल इन्दौर सिटी ट्रांसपोर्ट सर्विसेस लिमिटेड, इन्दौर

(विधानसभा अतारांकित प्रश्न क्रमांक 2611)

अ.क्र.	विभाग का नाम	विभाग द्वारा व्यय की गई राशि रु. 180.32 करोड़	रिमाक
1	इन्दौर विकास प्राधिकारी, इन्दौर		बी.आर.टी.एस. पायलेट कॉरिडोर निर्माण व्यय, सुपरविजन क्वालिटी कन्ट्रोल - पीएमसी, आर्किटेक्ट फीस, कम्पाउण्ड वाल एवं वाउण्ड्री डिमाकेशन, बस शेल्टर एवं स्टाप हेतु नं. पा. नि. को भुगतान, रेलिंग निर्माण कार्य, पार्किंग निर्माण, वृक्ष कटाई हेतु नं. पा. नि. को भुगतान, मन्दिर कॉम्प्लेक्स में सौर उर्जा लाईट, ट्यूबवेल खनन, पेव्हर ब्लॉक लगाने इत्यादि पर व्यय, विभिन्न व्यय, म.प्र. विद्युत मण्डल कंपनी को लाइट फिटिंग इत्यादि पर व्यय, साईन बोर्ड लगाने पर व्यय।
2	नगर पालिक निगम, इन्दौर	रु. 16.57 करोड़	बी.आर.टी.एस. हेतु बस शेल्टर निर्माण कार्य पर व्यय।
3	अटल इन्दौर सिटी ट्रांसपोर्ट सर्विसेस लिमिटेड, इन्दौर	रु. 8.20 करोड़	बी.आर.टी.एस. हेतु ट्रेफिक सिग्नल, बी.आर.टी.एस. बस शेल्टर हेतु ऑटोमेटिक डोर्स, सी. सी.टी.वी. कैमरा स्थापित करने के कार्य पर व्यय।
	कुल योग	रु. 205.09 करोड़	

अवर सचिव

नगर विकास एवं पर्यावरण विभाग

नगर विकास एवं पर्यावरण विभाग

मुख्य कार्यपालन अधिकारी,

अटल इन्दौर सिटी ट्रांसपोर्ट सर्विसेस लि., इन्दौर

परीक्षा - ४५

35. Tests

- 35.1 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect, the same shall be carried out as instructed and the Contractor shall pay for the test and any samples. Such Testing will be carried out in Laboratories of repute and will be at sole discretion of Engineer/Employer.

36. Correction of Defects

- 36.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 36.2 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.
- 36.3 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will get the Defect corrected, at the Contractor's Risk and Cost.

D. Cost Control

37. Bill of Quantities

- 37.1 The Bill of Quantities shall contain items for the construction, installation, testing, and Commissioning work to be done by the Contractor.
- 37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 37.3 The quantities in the Bill of Quantities approximately indicate the total extent of work, may vary to any extent and may even be omitted thus altering the aggregate value of contract. The Employer reserves the right to increase or decrease the amount of work. No claim of contractor shall be entertained on this account.

38. Alterations Additions and Omissions

38.1 Variations:

The Engineer/Design Consultant can make any variation of the form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the contractor to do and the contractor shall do any of the following;

- (i) Increase or decrease the quantity of any work included in the contract,
- (ii) Omit any such work,
- (iii) Change the Character or quality or kind of any such work,
- (iv) Change the levels, lines, position and dimensions, as well as material of any part of the works, and

contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of permanent works during the effects liability period.

## 57. Final Account

- 57.1 The Contractor shall supply to the Engineer a detailed account of the total amount that the contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 60 days of receiving the Contractor's revised account.

## 58. Defect Liability Period

- 58.1 If any Defect, Shrinkage or other Faults appear in works (including Road Works) during the Defect Liability Period of 36 months after a certificate Final or otherwise has been given of its completion in terms of clause 57.1 due to defective or improper materials or workmanship, the contractor on receipt of the written notice shall make good the defect at his own expense. In case of default, the same would be made good by the Engineer/Employer at the expense of the Contractor, to be adjusted any outstanding dues or the Performance Guarantees available with the Employer.
- 58.2 Either full or balance of Performance Guarantee will be released by the Employer on presentation of "No Claim" by contractor duly certified by Engineer.

## 59. Operating and Maintenance Manuals

- 59.1 "As built Drawings" and / or operating and maintenance manuals as required, shall be supplied by the Contractor till the dates stated in the Contract Data.
- 59.2 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.

## 60. Termination

- 60.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 60.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- The Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
  - The Contractor is made bankrupt or goes into liquidation, other than for a reconstruction or amalgamation;