

**PIMPRI CHINCHWAD NEW TOWN
DEVELOPMENT
AUTHORITY, AKURDI, PUNE-411 044.**



DETAILS ELECTRICAL WORK TENDER

B1 TENDER PAPER

B-1 TENDER PAPERS

(e-Tender No. : 24)

NAME OF WORK: - Providing and fixing LED Street light for newly constructed road at sector 38 near Pradhikaran Bazar

Estimate Cost : Rs .6,45,082/-
Tender form Fee : Rs. 500/-
Earnest Money Deposit : Rs. 7,000/-
Security Deposit : Rs. 13,000/-

**PimpriChinchwad New Town Development Authority
Near Akurdi Railway station, Pune-411 044**

NAME OF WORK: - Providing and fixing LED Street light for newly constructed road at sector 38 near Pradhikaran Bazar

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PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY,

NEW ADMINISTRATIVE BUILDING, NEAR AKURDI RAILWAY STATION, PUNE- 411 044.

Phone No. (020)-27652934/35 (Extn:-1605)

Tender Notice No: 24 of 2018-19

Sealed Online B-1, e-Tender for the following work are invited by the Chief Executive officer from the registered contractors of PWD of Government of Maharashtra

Sr. No.	tender No.	Name of work	Type	Estimated cost of Work (Rs.)	Earnest Money (Rs.)	Security Deposit (Rs.)	Time Limit for completion (period of work)	tender form fees (Non Refundable) (Rs.)
1.		Providing and fixing LED street light for newly constructed road at sector 38 near Pradhikaran Bazar	2 nd call	6,45,082/-	7,000/-	13,000/-	60 Days	500/-

E-Tender Processing Time Table :-

Sr.No	Details	Start Date	Hrs	End date	Hrs
1	Publication of Tender	08/06/2018	10.00 hrs		
2	Document Download	08/06/2018	10.00 hrs	28/06/2018	16.55 hrs
3	Pre bid meeting	-----			
4	Bid submission start	08/06/2018	10.00 hrs	28/06/2018	16.55 hrs
5	Opening of Bid (Technical cover)	30/06/2018	15.00 hrs		
6	Note : All the payments towards EMD and cost of tender forms will be done through e-payment gateway by using Netbanking only. Bidders who are using SB MOPS other banks Internet Banking are requested to make online payment 4 days in advance				

Note:-

- All eligible/interested contractors who want to participate in tendering process should compulsorily get enrolled on e-tendering portal "<http://mahatenders.gov.in>" in the appropriate category applicable to them.
- Contractor shall contact for details or any difficulties in submission of online tenders if any to "The 24 x 7 Toll Free Telphonic Help Desk Nos. 1800-3070-2232 Mobile no. 91-7878007972 & 91-7878007973**
- It is compulsory for all participants to submit all documents online. Bids will not be accepted by hand or by post. In case of failure online offer will not be opened.
- Right to reject any or all online bids of work without assigning any reasons thereof are reserved with PCNTDA.
- Detailed terms and condition are displayed on portal,
- Above Tender Notice is displayed on www.pcntda.org.in

SD
Chief Executive Officer,
PCNTDA, Akurdi

CHAPTER - I

DETAILED TENDER NOTICE

Sealed **Tenders** for the following work are invited by the Chief Executive officer from the registered contractors of PWD of Government of Maharashtra

1. **NAME OF WORK: -Providing and fixing LED street light for newly constructed road at sector 38 near Pradhikaran Bazar**
2. **ESTIMATED COST PUT TO TENDER : Rs. 6,45,082/-**
3. **BLANK TENDER FORM : Rs. 500/-**

1. **EARNEST MONEY DEPOSIT (EMD) –**

1.1. The EMD applicable amount shall be paid via challan only.

1.2. a) Earnest money of minimum Rs.7,000/-shall be paid by cash or DD in Indian Overseas bank, Nigdi branch.

b) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on his paying initial Security Deposit and completing the tender documents.

1.3. Tender of those who do not deposit earnest money shall be summarily rejected.

1.4. The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or on expiry of the validity period whichever is earlier. In case of the successful tenderer, it will be refunded on his paying the initial security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement, his earnest money deposit will be forfeited.

2. **SECURITY DEPOSIT**

The total Security Deposit shall be 2% (Two percent) of estimated cost or accepted tendered amount, whichever is higher. Such security deposit shall be for a period of DLP.

If offer quoted by contractor is up to 10% below the cost put to tender then contractor is liable to pay 1% of tender cost in the form of Demand Draft towards " PREFORMANCE SECURITY" this shall be payable in favour of PimpriChinchwad New Town Development Authority, Akurdi, Pune ó 411 044 and scanned copy of the same shall be submitted into envelope No. 2 with tender.

If offer quoted is more than 10% below of the cost put to tender, than difference of amount which is more than 10% below, shall be payable in favour PimpriChinchwad New Town Development Authority, Akurdi, Pune ó 411 044 in the form of Demand Draft towards " PREFORMANCE SECURITY" and scanned copy of the same shall be submitted into envelope No. 2 with tender.

e. g. If the quoted rate is 14% below than -

a) upto 10% below = 1%

b) Difference of 14% - 10% below = 4%

Total Performance Security =5%

It is essential to have Bank's MICR & IFSC code on Demand Draft.

The hard copy of Demand Draft of Performance Security shall be presented in sealed envelope with clearly indicating in it "Name of work and Tender Notice No." This envelope shall be submitted at the time of opening of price bid or within 5 working days offer submission of tender.

Work order shall be issued only after encashing Demand Draft submitted by lowest bidder

If the rate quoted are more than 10% below, then the contractor shall submitted "Rate Analysis" of every items with proper justification about how he is going to execute the said work.

This Performance Security will be released within 3 months after successfully completion of work.

Security deposit in the form of cash or Demand Draft shall be credited by challan in the account of PCNTDA at Indian Overseas Bank, Nigdi Branch, Pune. This security deposit shall be deposited by the successful bidder within 8 days from the date of Acceptance Letter.

The whole Security Deposit will be refunded after the defect liability period of 1 year

Successful Bidder should deposit Work performance security of Rs. 13,000/- incash / DD / Bank Guarantee at the time of agreement. This work performance security will be released after completion period plus 90 days

3. TIME LIMIT FOR COMPLETION OF WORK

The time limit for completion of work is 60 days and will be counted from the date of issue of work order.

4 ELIGIBILITY OF BIDDER

4.1 The Bidder shall be Govt. Registered contractor of Public works department electrical wing, Govt. of Maharashtra.

4.2 Details of Tenderer's **PAN No.** and complete postal address with Pin Code and telephone Numbers

4.3 Scan copy of GST certificate

5 ENVELOPE NO. 1 : (Documents)

The First envelope "Envelope No. 1" shall contain the following documents:

1.	Copy of challan for Blank Tender Fees and EMD paid by cash or DD in Indian Overseas bank, Nigadi branch.
2	Scanned copy of attested certificate of work experience. The Bidder should demonstrate having successfully completed and in use work of similar nature, same type in Govt. & Semi Government and Public Sector anywhere in India costing not less than 30% of estimated cost (Rs. 2,20,000/-) put in this tender for this work.
3	Copy of Valid Electrical contractor license.
4	Copy of Valid GST certificate
5	Copy of Permanent Account Number allotted by Income Tax Department.
6	Copy of ownership certificate/Partnership Deed in case of Partnership Firm, Memorandum / Article of Association in case of Company & Power of Attorney if applicable.
7	Copy of acknowledged income tax return filed for last 3 financial year.
8	Scanned copy of turnover certificate, certified by the Chartered Accountant should be produced. The average annual turnover during last three financial years should not be less than 75% of estimated cost(Rs. 5,45,000/-) put in this tender for this work.
9	Details of Technical Personnel on the rolls of the tenderer.

All the relevant documents showing and confirming the above shall be enclosed with the bid documents and shall be listed as per the enclose.

Numbering should be done for all papers contained in Envelope No. 1 and indexed.

The experience letter should be submitted from the officer not below rank of Executive Engineer.

6 ENVELOPE No.2 TENDER (FINANCIAL BID)

The second envelope "Envelope No.2" shall contain only the offer.

7 Validity of terms of the BID

10.1 It is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 120 days from the last date for submission of the Non-adherence to this requirement will be a ground for declaring the Proposal as non-responsive. In exceptional circumstances, PCNTDA may solicit the Bidder's consent for extension of the period of validity. The Bidder agrees to reasonably consider such a request. The request and response shall be in writing. A Bidder accepting PCNTDA's request for validity extension shall not be permitted to modify its offer.

10.2 The above work will be carried out under the supervision of the Engineer-in-charge of PCNTDA.

8. POWER OF ATTORNEY:

If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender. **Enquiries**

Clarifications, if any, can be sought from:

Chief Executive Officer
PimpriChinchwad New Town Development Authority
New Administrative Building, Near Akurdi Railway station,
Pune-411 044
Maharashtra State, INDIA

9. ONE BID PER BIDDER

Each contractor shall submit only one bid for the work. The contractor who submits or participates in more than one bid will cause all the bids with the Bidders participation to be disqualified.

10. COST OF BIDDING

The tenderer shall bear all costs associated with the preparation and submission of the bid and PCNTDA will not responsible and liable for those costs.

11 SITE VISIT

The contractor at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. The costs of visiting the site and collecting the necessary information shall be borne by the bidder. No extra claim will be entertained in future on this account.

12 OPENING OF TENDER

The tenders will be opened on the date specified in the Tender Notice (if possible) in the presence of the intending bidders or their authorized representative to whom they may choose to remain present. Following procedure will be adopted for opening of the tender.

12.1 ENVELOPE No.1: -(Documents)

First of all Envelope No.1 of the tender will be opened to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderers Envelope No. 2 will not be considered for further action and the same will be recorded. The decision of the tender opening authority in this regard will be final and binding on the contractors.

12.2 ENVELOPE No.2: (Financial Bid)

This envelope shall be opened immediately after opening of Envelope No.1 if possible, only if contents of Envelope No.1 are found to be acceptable to the Department. The tendered rates in Schedule 'B' or percentage above/below the estimated rates shall then be read out. In the presence of bidders who remain present at the time of opening of Envelope No.2.

13 RIGHT RESERVED: -

Right to reject any or all tenders without assigning any reason therefore is reserved by the competent authority of PCNTDA, Near Akurdi Railway station, PUNE – 44, whose decision will be final and legally binding on all the tenderers.

13.1 The PCNTDA may extend the dead line for submission of tender by issuing a corrigendum.

13.2 The PCNTDA near Akurdi Railway station, PUNE – 44 shall have the right to revise or to amend the contract document prior to receipt of tender.

14. The court of jurisdiction for this work is Pune and PimpriChinchwad.

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY, AKURDI, PUNE.
CONTRACT AGREEMENT

(General rules and directions for the guidance to the contractors)

Definitions:

For the purpose of this contract unless there is anything repugnant the subject of the contract, The following words and phrases shall have the meaning specified herein below:-

1.

- a) The word "Development Authority" means the "Pimpri-Chinchwad New Town Development Authority".

.The expression "**Department/Client/Owner/Employer**" as used in the tender papers shall mean PimpriChinchwad New Town Dev. Authority, Akurdi.

.The expression "**Chief Executive Officer**" as used anywhere in the tender papers shall mean "Chief Executive Officer" of the PimpriChinchwad New Town Dev. Authority, Akurdi, who is designated as such for the time being in whose jurisdiction the work lies or the officer to whom the function of the Chief Executive Officer may be subsequently transferred.

."**Drawing**" shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-charge.

."**Chief Executive Officer's representative**" shall mean an assistant of the Chief Executive Officer notified in writing to the Contractor by the Chief Executive Officer.

."**TPIA**" shall mean the Third Party Inspection Agency appointed by PCNTDA for carrying out various test of project.

.The "**Site**" shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other Lands or place, which may be allotted by Pimpri-Chinchwad New Town Dev. Authority or used for the purpose of contract. Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.

.The "**Contract**" shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, priced schedule / bill of quantities and schedule

of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.

.The “**Contractor**” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.

.The “**Contract sum**” shall mean the sum for which the tender is accepted.

.The “**Contract time**” means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.

.A “**Day**” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

.A “**month**” shall mean a calendar month.

.A “**week**” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.

.“**Excepted Risks**” are risks due to riots (otherwise than among contractor’s employees) and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightning and un-precedent floods over which the contractor has no control and accepted as such by the Accepting Authority..

.“**Temporary works**” shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.

.“**Urgent works**” shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.

.Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

.Wherever there is mention of “**Schedule of rates**” or simply DSR or Schedule Rates in this tender it will be taken to mean as “The schedule of rate of Pune Public works Divisions, Pune under Pune P.W. Circle.,MORTH,MJP Pune as and when required.

.A “**Language**” Correspondence language should be only Marathi & English.

.The “**Contract Price**” shall mean the amount of the work as per accepted tender plus amount of work

which is increased from time to time due to cropping of additional work as ordered by the Engineer-in-charge.

.The “**Accepting Authority**” shall mean the Chief Executive Officer, Akurdi Pune 44, PimpriChinchwad New Town Development Authority, Pune - 411044.

.A **Rs.ö Rupees** The official currency of the Republic of India.

.The **CSö** shall mean Common Set of Deviation. .

.The ammendum/addenda/clarifications means information provided by the PCNTDA related to queries or its own there to facilitate to the tenderer.

.The “**Works**” shall mean the works to be executed in accordance with the contract or part (s) thereof as the case may be and shall include all extra or additional altered or substituted work as required for the performance of the contract.

.Headings and marginal notes, if any to all conditions of contract shall not be deemed to form part thereof or to be taken into consideration in the interpretation or construction thereof of the contract.

.Utility shall mean the services provided for the public.

1.2 Relationbetweentheparties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultant. The Consultant, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Service performed by them or on their behalf hereunder.

1.3 LawGoverningContract

This Contract, its meaning and interpretation and the relation between the parties shall be governed by the Applicable Law of India and Maharashtra State. Jurisdiction regarding matter of this contract is PimpriChinchwad and Pune only.

1.4 Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. Language for correspondence will be English and Marathi.

1.5 Heading

The Headings shall not limit, alter or affect the meanings of this contract.

1.6 Notices/Correspondence

1.6.1 Any notice, request or consent required or permitted to be given or made

pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified below.

Client:

**Chief Executive Officer,
New Administrative building,
Pimpri Chinchwad New Town Development Authority,
Akurdi Pune 411044**

1.6.2 A Party may change its address for notice hereunder by giving the other party notice of such change to the other party.

1.7 Location:

The Services shall be performed in PCNTDA Area and at such locations as are specified in Appendix 6. A hereto and where the location of a particular task is not so specified, at such locations elsewhere as the Client may approve.

1.8 Authorized Representatives

Any action required or permitted to be taken, and documents required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the officials authorized by PCNTDA and the Consultant.

1.9 Taxes and Duties:-

Unless otherwise specified, EXCEPT SERVICE TAX (Service tax with other applicable on service Tax from time to time) the Consultant shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law (Noreimbursement shall be paid at any stage of agreement by PCNTDA)

Contractor

Executive Engineer (Elect.)

Chief Executive Officer

OFFER

TENDER FOR WORKS

I/we hereby tender for the execution of work for the Pimpri-Chinchwad New Town Development Authority, the work specified in the Tender with Memorandum within the time specified in such memorandum at above % / below % the estimated amount (or in case of item, Rate Tenders at the rates specified therein) in accordance, in all respects, with the specifications, designs, drawings and instructions in writing referred to in rule Condition of Schedule A and with materials as are provided for, by and in all other respects in accordance with such conditions as applicable.

Memorandum

1. Name of work: Providing and fixing LED street light for newly constructed road at sector 38 near Pradhikaran Bazar

2. Estimated Amount	Rs.	6,45,082/-
3. Earnest Money	Rs.	7,000/-
4. Security Deposit (2%)	Rs.	13,000/-

- 6) Time allowed for the work from the date of
Written order to Commence the work ----- 60 days

I/ we have paid online a sum of Rs7,000/- in name of Pimpri-Chinchwad New Town Development Authority, as Earnest Money and agree to its absolute forfeiture for any default, as provided for in 1st para of the detailed tender notice.

I/ We agree that this offer shall remain open for acceptance for a minimum period of 120 days from the date of opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered Post A.D. or otherwise delivered at the office of such authority.

Should this tender be accepted, I/We abide by and fulfill all items and provisions of the said conditions of the contract annexed hereto as far as applicable or in default thereof, forfeit and pay to the Development Authority the sum of money mentioned in the conditions.

Dated the _____ day of _____ 2018.

Address:

Contractor's Signature (with seal)

The Above contract agreement is here signed by me after acceptance of the Tender by the C.E.O. on behalf of the Pimpri - Chinchwad New Town Development Authority, Nigdi, Pune 411 044.

Chief Executive Officer,
Pimpri-Chinchwad New Town
Development Authority, Nigdi.

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY AKURDI, PUNE.

SCHEDULE 'A'

1. Name of work: Providing and fixing LED street light for newly constructed road at sector 38 near Pradhikaran Bazar

Schedule showing (approximately) the materials to be supplied from Pimpri-Chinchwad New Town Development Authority, stores for the work contracted to be executed and preliminary and ancillary works and the rates at which they are to be charged for.

Sr. No.	Name of Material	Approximate Quantity	Unit	Rate at which material will be issued to the contractor		Place of delivery
				In figures 5	In figures 6	
1	2	3	4			7
		NIL				

Contractor

Executive Engineer (Elect.)

Chief Executive officer

SCHEDULE "B"

Memorandum showing items of work to be carried out

Item No.	Quantities estimated but may be more or	Item of work	Estimated Rates		unit	Total amount according to estimated quantities
			In figures	In words		
As per schedule attached.						

Note 1: All work shall be carried out as per specifications of the division or as directed.

Note 2: Rates quoted include clearance of site (Prior to commencement of work and its closures.) in all respects and good for works under all condition, site misfire whether etc.

Signature of Contractor

Signature of Executive Engineer (Elect.)

Note: To be continued on additional sheet if found necessary.

Pimpri –Chinchwad New Town Dev.Authority,Akurdi,Pune 44

Name of work: Providing and fixing LED street light for newly constructed internal road at sector 38, Near Pradhikaran bazar

Schedule - B

Sr. No.	Qty	Item Description	UOM	Rate		Amount
				In Figure	In Words	
1	10	Providing & erecting 9 m high (clear height) galvanised OCTAGONAL pole with foundation bolts having bottom of 155 mm A/F, top 70 mm A/F on provided foundation as per specification No.OHPL/OPL (8.3.16)	Each	18170	Eighteen Thousand one hundred seventy only	181700
2	100	Supplying, erecting & terminating PVC armoured cable 4 core 4 sq mm copper conductor continuous 5.48 sq mm (12 SWG) G.I. earth wire complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no. CB-LT/CU (7.2.9)	Mtr	245	Two hundred forty five	24500
3	276	Supplying, erecting & terminating PVC armoured cable 3 core 16 sqmm aluminium conductor with continuous 5.48 sq mm (12 SWG) G.I. earth wire complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no. CB-LT/AL (7.1.9)	Mtr	150	One hundred and fifty only	41400
4	10	Supplying and erecting approved type LED street light fitting 70 to 90W, having PF > 0.95, class IP 65 or above. Housing of pressure die cast aluminium alloy and heat sink extruded aluminium as per specification no. FG-ODF/FLS2 (2.9.6)	Each	7711	Seven Thousand seven hundred and eleven only	77110
5	10	Supplying and erecting Street light bracket for erection of Single fitting made from 40 mm. dia 'B' class G.I. pipe 1.0 m in length along with pole cap of 300 mm length 100 mm dia duly welded as per specification no. FG-BKT/BPC (2.6.5)	Each	769	Seven hundred sixty nine only	7690

6	10	Providing & casting of M-20 grade reinforced cement concrete (RCC) foundation suitable for 9m & 10m high octagonal /conical G.I. pole considering the safe soil bearing capacity at site as 10 T/sq m at 1.5 m depth including supply of steel, concrete, excavation and fixing provided nut bolts with the help of template as per design in an approved manner. (16.3.9)	Each	8581	Eight thousand five hundred eighty one only	85810
7	10	Providing pipe type earthing with 40mm. dia. G.I. pipe or 20 mm dia. G.I. Rod complete with all materials as per specification No. EA-EP (9.1.4)	Each	1218	One thousand two hundred eighteen only	12180
8	10	Supplying, erecting & marking SPMCB 6A to 32A, B- series (for lighting) in provided distribution board as per specification No. SW-SWR/MCB (5.3.3)	Each	151	One hundred fifty one	1510
9	50	Supplying, erecting & terminating PVC armoured cable 3½ core 50 sqmm aluminium conductor with continuous 5.48 sq mm (12 SWG) G.I. earth wire complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/pipe as per specification no. CB-LT/AL (7.1.19)	Mtr	317	Three hundred seventeen	15850
10	1	Supplying & erecting street light control panel in powder coated CRCA 4/16 SWG sheet, outdoor type, three phase, 415 Volts consisted of suitable rating contactor, 24 Hrs Digital / Astronomical time switch, TPN MCB 40 Amp, Auto/manual selector switch, ON/OFF push buttons, indicator lamps, control wiring, metering device, etc for automatic operation & overcurrent, short circuit, earth fault protection of street lights upto the max load of 6 Kw on provided iron frame / CC foundation. (5-2-18)	Each	21689	Twenty one thousand six hundred eighty nine only	21689

11	25	Providing and fixing sheet metal work in CRCA sheet with fabrication of boxes panel boards etc. including cutting, bending, drilling, welding, rivetting etc. treated with anti-rust treatment and duly powder coated or painted with one coat of red lead paint and 2 coats of enamel paint as directed. (6.1.1)	KG	211	Two hundred eleven only	5275
12	1	Supplying and erecting Bus bar chamber triple pole with neutral with four aluminium bars, 500V, 100A complete as per specification no. CP-BB (6.2.1)	M	4669	Four thousand six hundred sixty nine only	4669
13	10	Supplying & erecting FRP box of size 300mm x 200mm x 125 mm, 2.7 mm thick complete on pole/wall as per specification No. CB-SB (7.8.8)	Each	546	five hundred forty six only	5460
14	1	Supplying and erecting Static energy meter with 3X240V 50 cycles A.C. supply 10-60 A, ISI mark, accuracy class 1.0 with backlit LCD Display, (measuring & Display kWh ONLY) with transparent Hinge Type box complete erected on polished T.W. board duly wired with required size of weather proof PVC wires duly tested by electric supply company. (6.3.3)	Each	4349	Four thousand forty nine only	4349
15	20	Supplying & laying (including excavation) 15 cm dia RCC Hume pipe with coupling collar of standard thickness at required depth up to 90 cm below road / ground surface, for enclosing provided cable & necessary back filling with light ramming to make the road/ground surface as it was (Except bitumen carpet). (7.6.5)	M	564	Five hundred sixty four only	11280
16	250	Supplying & laying (including excavation) 15 cm dia half round RCC Hume pipe of standard thickness at required depth up to 90 cms. below road / ground surface, for enclosing provided cable & necessary back filling with light ramming to make the road/ground surface as it was (Except bitumen carpet). (7.6.6)	m	432	Four hundred thirty two only	108000

17	20	Excavating hard Rock or bituminous road (B.T.) by chiseling for preparing pit for poles stay or earth plates or for laying cables, pipes & clearing the site by removing debris & making the site good. (16.1.5)	M3	867	Eight hundred sixty seven only	17340
18	88.8	Excavating Hard Murum/metal road (B.T.) by chiseling for preparing pit for poles stay or earth plates or for laying cables, pipes & clearing the site by removing debris & making the site good. (16.1.6)	M3	217	Two hundred seventeen only	19269.6
Total						645081.6

Condition of Contracts

Contractor

No. of Corrections

Executive Engineer (ELECT) 19

Clause: 1

Security deposit:

- The security deposit to be taken for the due performance of the contract will be 2% of the tender amount (inclusive of Earnest Money). The successful Bidder shall pay:
- 1) 2% of the estimated amount of work (inclusive of Earnest Money) at the time of agreement only
 - 2) The Development Authority shall be at liberty to invest the deposit in any form it chooses and shall not be liable for payment of any interest on this sum to the contractor in that case.
The deposit shall be available for forfeiture by the Development Authority in case of default by the contractor.
The Security Deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period of one year from the date of commissioning & completion and shall be returned after the Development authority is satisfied that no defect is discovered in the work, or no claim is found out against the contractor against the contractor within this period. In such cases, payment will be made after defect is removed and/or claim is satisfied.

Clause: 2

Action when whole of the Security Deposit is for forfeited:

In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this Security Deposit the Chief Executive Officer shall have power to adopt any of the following courses as he may deem best suited in the interest of the Development Authority

- a) To cancel the contract by giving notice in writing which shall be conclusive evidence, in which case the Security Deposit of the contractor shall stand forfeited and shall be absolutely at the disposal of the Development Authority.
- b) To carry out work or any part of work departmentally debiting the contractor with the cost of work expenditure incurred on tools and plants, crediting him with the value of work done departmentally in all respects in the same manner and at the terms his contract in which case the certificates of the Executive Engineer shall be final and conclusive.
- c) To order that the work of the contractor be measured up and take such part thereof as unexecuted and take, out of his hands and to give it to another contractor to complete remaining work, in which cases the excess expenditure if incurred shall be borne by the original contractor, and same shall be deducted from any money due to him by the Development Authority for which the certificate of the Executive Engineer shall be final and conclusive.

In the event of any of the above courses being adopted by the Chief Executive Officer the contractor shall have no claim for compensation for any loss sustained by him by reasons on his having purchased or procured any materials or entered into engagement

or made any advance on account of or with a view for the execution or the work of the performance of the contract. And in case the contract shall be rescinded under provision aforesaid, the contractor shall not be entitled to cover or be paid any sum for any work there to actually performed under this contract unless and until the Executive Engineer certifies in the writing the performances of such work and the value payable in respect thereof and he shall only be entitled to the payment of the value so certified.

Clause: 3

Extension of the time:

If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other grounds he shall apply in writing to the Executive Engineer within 30 days of the last date of completion on accounts of which he desires such extension as aforesaid and the C.E.O., shall if in his opinion (which shall be final) finds reasonable grounds, grant such extension of time as may in his opinion be necessary and proper.

Clause: 4

Completion Certificate:

On completion of the work, the contractor shall be furnish a certificates from the Executive Engineer of such completion but no such completion certificate shall be given until the contractor removes all appurtenance such as scaffolding shoring, temporary support etc. and cleared the site of all surplus material, rubbish etc., and shall have handed over to Engineer-in charge, the completed work neatly furnished, in clean and tiptop condition with all parts of this structures of work cleaned of all dirt stains etc. to the satisfaction of the Engineer-in-charge.

If the contractor fails to comply with requirements of this clause, such as removals of scaffolding, surplus materials and rubbing and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge at expenses of the contractor remove such scaffolding, surplus materials, and rubbish and dispose of the same as he thinks fit and clean of such dirt as aforesaid and the contractor shall forth with pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized from the sale thereof.

Clause: 5

Bills to be on printed forms:

The contractor shall be submit all bills on printed forms to be had on application at the office of the Executive Engineer and rates in the bill shall always be entered at the rates specified in the tender or in the case of any extra work order in presence, if those conditions and at the rates derived or calculated as laid in Clause: 13.

Clause: 6

Contractor percentage whether applied net or gross amounts of bill:

The percentage to in the tender shall be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.

Clause: 7

Work to be executed in accordance with specifications, drawings, orders, etc.:

The contractor shall execute the whole and the every part of work in the most substantial and workman-like manner in respect of both materials and workmanship and strictly in accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to the designs and instructions in writing relating to the work signed by Executive Engineer and lodged in his office. The contractor shall be entitled to have access to such design and drawing in the office of Executive Engineer during office hours on the site of work for the purpose of inspections and the contractor shall if he so requires be entitled at his own expenses to make or cause to be made copies of the inspections and of all such designs and instructions as aforesaid.

The work included in the contract shall be carried out in accordance with the specifications, rules and regulations and code of practice laid down in the books mentioned below:

- i) Government of Maharashtra (Public work & Housing Department) Standard specification.
- ii) Indian road Congress Standard Specifications & code of practice for road Bridge sections, I, ii & iii.
- iii) Any other specification of any other department, if particularly mention in the tender.
- iv) All as built drawings should be submitted by the contractor after completion of work. As built drawings should be made with Auto CAD.

Clause: 8

Action and compensation payable in case of bad work:

If at the time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound ,imperfect or unskillful workmanship or with material of execution of the work are unsound or of quality inferior to that contracted for or otherwise ,not in accordance with the contract it shall be lawful for Engineer-in-charge to intimate this fact in writing to the contractor, who shall be bound forthwith to rectify or remove and reconstruct the work so specified and provide by other proper and suitable materials or articles at his own charges and cost and in written intimation aforesaid ,the contractor shall be liable to pay compensation at the rate of one percent the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at his risk and expenses in all respects of the contractor. If the engineer in charge considers that any such inferior work or materials as described above may be accepted or made use of it ,shall be within his discretion to accept the same at such reduced rates as he may fix thereof.

Clause: 9

Contractor to supply plant, ladders scaffolding etc:

The contractor shall supply at his own cost the materials(except such special material if any as may in accordance with contract be supplied by the Development Authority) stores, plants, tools, appliances, implements, ladders, cordage ankle, scaffolding and temporary work require for proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of contract or referred to in these conditions or not, or which may be necessary to satisfy the requirement of Engineer-in-charge which he has right to enforce under the condition of contract together with the carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of workmen with the means and materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination as and when required. In the case contractor fails to do the same it may be arranged by the Engineer-in-charge at the expenses of the contractor, and the expenses may be deducted from any money, due to the contractor, under the contract or from his security deposit. The contractor shall also provided at his own cost, except when the contract specifically provides other-wise and expect for a payment due under clause 13 all necessary fencing and light required to protect the public from accidents and shall be bound to bear the expenses on defence in every suit, action or other proceeding that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damage and the cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause: 10

Labour:

No labour below the age of 12 years/ as per latest labour law shall be employed in work. If found it will sole responsibility of the contractor.

Clause: 11

As per minimum wages act 1948 and as amended time to time:

- i) The contractor shall be pay fair and reasonable wage to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the payments are not fair and reasonable the dispute shall not in any way affect the conditions in the contract regarding the payment to be made by Development Authority at the sanction tenders, as mentioned in the tender.
- ii) The contractor shall provide drinking water facilities to the workers and similar amenities shall be providing to the worker angled on large work under areas.

Clause: 12

The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident, if such expenses are incurred by Development Authority the same shall be recoverable from the contractor forthwith and the deducted with the prejudice to any other remedy to Development Authority from any amount due or that may become due to the contractor.

Clause: 13

The contractor shall provide all necessary personal safety equipment and first aid apparatus available for use of the persons employed on the site shall maintain it in the same condition suitable for immediate use at time and shall comply with the following regulations in connection therewith.

- (a) The worker shall be required to use the equipment to provide by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- (b) When the work is carried out in proximity to any place where there is a risk of drawing all necessary steps shall be taken for the prompt rescue of any person in danger.
- (c) Adequate provisions shall be made for prompt first-aid treatment of all injuries like to be sustained during the course of the work.

Clause: 14

No work on Bazaar day:

No work shall be done on the Bazaar days of the area without the sanction in writing of the Engineer-in-charge.

Clause: 15

Reasonable compensation by contractor for any default:

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation payable to the Development Authority by the contractor for any default, without reference to the actual loss or damage sustained and whether or not any damages shall have been actually sustained.

Clause: 16

In case of tender being executed by the partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Executive Engineer for his information.

Clause: 17

Work to be under direction of Engineer-in-charge:

All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects, of the engineer-in-charge who shall be entitled to direct at what points and in what manner they are to be commenced and from what time carried out.

Clause: 18

Expect where otherwise specified in the contract the decision of the Executive engineer shall be final, conclusive and binding on all parts to the contract upon all questions relating to the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or material used on the work or as to any other question claim, right matter or thing whatsoever in any way arising out of relating to the contract, designs, drawings, specifications, estimate instructions, orders or the conditions of otherwise concerning the works or executions or failure to execute the same whether arising during the progress of the work, or after the completion or abandonment thereof of the contact work.

Clause: 19

Rates:

The rates to be quoted by the contractor must be inclusive of all taxes including GST and other applicable taxes and including Transport etc. No extra payment on this account will be made to the contractor.

Clause: 20

Acceptance of condition compulsory before tendering for work:

Any contractor who does not accept these conditions shall not allowed to tender for work.

Clause: 21

Defective Liability:

Defect Liability period (DLP) : öDefect Liability Periodö shall mean defect liability period of 12 months for all works covered under contract after date of completion certified by the Engineer.

Clause : 22

All duties,taxes (GST as well), royalties and other levies payable by the contractor under the contract,or for any other cause,shall be included in the rates,prices,and total Bid price submitted by the Bidder. The estimated cost put to tender does not include GST refundable to the contractor. GST tax regime being new transformation in the direct taxes system, it is likely that the prevailing tax rate percentage may undergo changes contract period. The contractor will be reimbursed the GST at prevailing percentage as payable as per the accepted contract price on bill to bill basis. However if there is valid refund of any duties, taxes, royalties and other levies is received by the contractor during entire period of the contract, the same shall be recovered by the employer and will be

considered in releasing payment to the contract. In no case such refund will belong to the contractor.

DECLARATION OF THE CONTRACTOR

I/ We hereby declare that I/We have myself/ourselves thoroughly conversant with the local condition regarding all materials and labor on which I/We have based my/our rates for this tender. The specifications and leads on this work have been carefully suited and understood before submitting this tender. I/We undertake the use only the best materials as approved by Executive Engineer or his duly authorized assistant before starting during the execution of work a to abide by the decisions.

Contractor

Executive Engineer (Elect.)

Chief Executive Officer