

**STANDERD BIDDING DOCUMENT
OF ELECTRICAL WORK
PART I : COMPLETE BIDDING DOCUMENT**

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY

NIGDI, PUNE 411 044

Providing new electrical installation for old admin building of PCNTDA

COMPETITIVE BIDDING

(Electrical Works)

NAME OF WORK	:	Providing new electrical installation for old admin building of PCNTDA
PERIOD OF SALE OF BIDDING DOCUMENT	:	06-02-2020 10.00 Hrs to 20-02-2020 16.55 Hrs
TIME AND DATE OF PRE-BID CONFERENCE	:	NA
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	20-02-2020 16.55 Hrs
*TIME AND DATE OF OPENING TECHNICAL BIDS	:	24-02-2020 15.00 Hrs
*TIME AND DATE OF OPENING FINANCIAL BIDS	:	TO BE ANNOUNCED
PLACE OF OPENING OF BIDS	:	New admin Building of PCNTDA, Akurdi, Nigdi, Pune-44
OFFICER INVITING BIDS	:	Hon. CEO, PCNTDA

**INVITATION FOR BID
(IFB)**

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY

NIGDI, PUNE 411 044

Providing new electrical installation for old admin building of PCNTDA

1. The PCNTDA invites bids for Providing new electrical installation for old admin building of PCNTDA detailed in the table.

The bidders may submit bids for any or all of the following works.

TABLE

<u>Package No.</u>	<u>Name of work</u>	<u>Approximate value of work (Rs.)</u>	<u>Bid security (Rs.)*</u>	<u>Cost of document (Rs.)</u>	<u>Period of completion</u>
1	2	3	4	5	6
1	Providing new electrical installation for old admin building of PCNTDA	6,23,548/-	13,000/-	560	4 months

2. Bids must be accompanied by security of the amount specified for the work in the table, payable at..... and drawn in favour of..... Bid security will have to be in anyone of the forms as specified in the bidding document and shall have to be valid for 120 days after the submission of the bid.

4. Bids must be submitted on or before and may be opened on hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.

~~5. A prebid meeting will be held onat..... hrs. at the office of..... to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of 'Instructions to Bidders' of the bidding document.~~

6. Other details can be seen in the bidding documents.

Signature of Authorized Officer

SECTION 1
INSTRUCTIONS TO BIDDERS
(ITB)

Section 1: Instructions to Bidders

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A.GENERAL

1. Scope of Bid

1.1 The Employer (named in Appendix to ITB) invites bids for providing new electrical installation for old admin building of PCNTDA. (as defined in these documents and referred to as "the works") detailed in the table given in IFB.

1.2. The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

1.3. Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder! tenderer, bid! tender, bidding! tendering, etc.) are synonymous.

2. Source of Funds

2.1. The expenditure on this project will be PCNTDA 's own.

3. Eligible Bidders

3.1. This *Invitation for Bids* is open to all bidders.

3.2. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

4.1. All bidders shall provide in Section 2, Forms of Bid and Qualification

~~Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include program of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.~~

4.2 Deleted.

4.3. All bidders shall include the following information and documents with their bids in Section 2:

(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) Total monetary value of construction work performed for each of the last five years;

- (c) Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) ~~Major items of construction equipment proposed to carry out the Contract;~~
- (e) ~~Qualifications and experience of key site management and technical personnel proposed for Contract;~~
- (f) ~~Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;~~
- (g) Deleted
- (h) Undertaking that the bidder will be able to invest minimum cash up to 25% of contract value of work, during implementation of work.
- (i) Authority to seek references from the Bidder's bankers;
- (j) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (k) Deleted
- (l) Deleted
- (m) Last 5 Financial years ITR

4.4. Bids from Joint ventures are not acceptable:

4.5. A. To qualify for award of the contract, each bidder in its name should have in the last five years as referred to in Appendix.

- (a) Achieved a minimum annual financial turnover (in all classes of Electrical works only) amount indicated in Appendix in anyone year (*usually not less than two and a half times the estimated annual payments under the contract*);
- (b) Satisfactorily completed single project (not less than 30% of contract value), as a prime contractor

(the similar work is as defined in Appendix to ITB)

B. Each bidder should further demonstrate:

- (a) Deleted
- (b) availability for this work of personnel with adequate experience as required; as per Annexure-II.
- (c) Deleted
- (d) Each bidder must produce: An affidavit on a Stamp Paper, duly attested from the Notary, that the information furnished with the bid documents is correct in all respects; and failure to submit the document as specified shall make the bid non-responsive.

C. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.6. Deleted

~~4.7. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:~~

~~Assessed Available Bid capacity = (A*N*2 - B)~~

~~where~~

~~A = Maximum value of Electrical works executed in anyone year during the last five years (updated to the price level of the year indicated in Appendix) taking into account the completed as well as works in progress.~~

~~N = Number of years prescribed for completion of the works for which bids are invited.~~

~~B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and on going works to be completed during the next.....years (period of completion of the works for which bids are invited)~~

~~**Note:** The statements showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.~~

4.8. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5. One Bid per Bidder

5.1. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

6.1. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site Visit

7.1. The Bidder, at the Bidder's 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 shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1. The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Section	Particulars	Volume No.
	Invitation for Bids	
1	Instructions to Bidders	
2	Qualification Information, and other forms	I
3	Conditions of Contract	
4	Contract Data	
5	Technical Specifications	II
6	Form of bid	
7	Bill of Quantities	III
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

8.2. The Bid document is available on the web site www.mahatenders.gov.in. In this case the bidder will have to pay the cost of bid document as stated in Bid document and the payment shall be made by net banking payment gateway system. The bidder shall use the Digital Registration (identification) Key to obtain permission to make such payment.

8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Clarification of Bidding Documents

9.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2. ~~Pre bid meeting~~

~~9.2.1. The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in appendix.~~

~~9.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.~~

~~9.2.3. The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than ten days before the meeting.~~

~~9.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.~~

~~9.2.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.~~

10. Amendment of Bidding Documents

10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

10.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the bidder of the bidding documents.

Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.

10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2.

C. PREPARATION OF BIDS

11. Language of the Bid

11.1. All documents relating to the bid shall be in the English language.

12. Documents Comprising the Bid

12.1 The e-Bid submitted by the Bidder shall be in two separate parts:

Part I

This shall be named Technical Bid and shall comprise of:

(The tender shall be uploaded in two separate parts viz: (1) Technical Bid and (2) Financial Bid as stated in the bid document.)

a) **TECHNICAL BID**

The technical bid shall be uploaded as per the procedure with the following documents:

- i) Earnest Money Deposit by net banking system (Bid security).
- ii) Documents for Eligibility Criteria as stated in the bid document.
- iii) ~~Copy of audited balance sheet and Bid Capacity duly certified by C.A. for F.Y. 2012-13, 2013-14, 2014-15, 2015-16 and 2016-2017~~
- iv) **A list of works in hand and tendered for.**
- v) ~~List of machinery and plants immediately available with the Tenderer for use on this work and list of machinery proposed to be utilized on this work, but not immediately available and the manner in which it is proposed to be procured. The condition, cost and location of machinery shall be indicated. (Contractor shall submit document in support of ownership of machinery.)~~
- vi) ~~Details of Technical personnel on the rolls of the tenderer giving details of experience and qualification of each of them and details of technical personnel to be appointed for this project along with bio data duly signed by the person to be appointed.~~
- vii) ~~Work plans prepared with help of computer software viz. MS Projects / Prima Vera, indicating the methodology planning with resources logistics and work plan with indicative milestone shall be submitted duly signed by the Tenderer. He should indicate requirement of machinery and manpower in work plan. A bid uploaded without work plan in the form of bar chart indicating mile stone etc. would be considered as invalid and non responsive. The detailed work programme will be finalized and approved by Employer after award of work. Contractor shall suitably modify the programme as directed by Engineer.~~
- viii) Deleted
- ix) Litigation History if any for last 5 years.
- x) Deleted
- xi) Evidence of access to financial resources along with name, address, telephone number fax number of the bidders banker along with name of contact person from the bank.
- xiii) Scan Copy of Partnership Deed in case of Partnership Firm, Memorandum /Article of Association in case of Company & Power of Attorney.
- xiv) Scan copy of Contractor Should be have Experience to Carryout same work.
- xv) Scan Copy of Valid Electrical contractor license.

Note: 1. All uploaded documents shall be in PDF format.
2. The bidder shall in no case upload any document related to the financial

bid in the technical bid format. The violation will result in disqualification of the bidder from the bidding process.

3. The bidders shall upload the bid document in scanned PDF or any other format as the technical bid

4. For bid documents downloaded from website, the payment should be made by gateway system.

Part II. It shall be named Financial Bid and shall comprise of:

b) FINANCIAL BID

The bidder should upload his financial offer in digital format as e-tendering by using the digital registration key. The Contractor shall quote for the work as per details given in the main tender and also based on the details of conditions, stipulation made by the department and as per bill of quantity, specification and corrigendum / addendum issued before last date of receipt of tender document. The tender / offer shall be unconditional. Conditional offer will be rejected summarily as non-responsive.

12.2 Each part shall be separately considered.

12.3. Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars	Volume No.
	Invitation for Bids (IFB)	
1	Instructions to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
8	Drawings	Volume IV

13. Bid Prices

13.1. The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

13.2. The bidder shall fill in rates in percentage below or above amount of tender

13.3. All duties, taxes, 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 (except royalty and Quality Control Charges)

13.4: The rates and prices quoted by the bidder are subject to adjustment as note prescribe below schedule-B

14. Currencies of Bid and Payment

14.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian

Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity

15.1. Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

15.4. Bid evaluation will be based on the bid prices

16. Bid Security

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money/Bid security, in the amount as shown in column 4 of the table of IFB.

16.2 The Earnest Money shall be paid by net banking gateway system by using digital registration key as stated in Appendix to ITB.

16.3 Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the Employer as non-responsive.

The Earnest Money of unsuccessful bidders will be returned after 15 days of issuing the work order to successful bidder.

16.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

The Bid Security / Earnest Money will be forfeited:

a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
if the Bidder does not accept the correction of the bid price, pursuant to Clause 27; or
in the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Agreement; and/or Furnish the required Performance Security.

17. Alternative Proposals by Bidders

17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

18. Format and Signing of Bid

18.1 The Bidder shall upload one set of the bid comprising of the documents as described in Clause 12.

18.2 Deleted

18.3 Deleted.

D. SUBMISSION OF BIDS

19. Sealing and Marking of Bids

19.1. Deleted

19.2. Deleted

19.3. Deleted

19.4. Deleted

20. Deadline for Submission of the Bids

20.1. Complete Bids (including Technical and Financial) must be submitted online before the date specified by the Employer not later than the date indicated in appendix. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be submitted upto the appointed time on the next working day.

20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1. Any Bid submitted after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

22. Modification and Withdrawal of Bids

22.1. Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20 or pursuant to Clause 23.

22.2. Deleted

22.3. No bid may be modified after the deadline for submission of Bids except if pursuance of Clause 23.

22.4. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

23. Bid Opening

Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received (except those received late) shall be opened on the date and time mentioned in the Appendix to ITB. 'Financial Bid' of those bidders

whose technical bid has been determined to be substantially responsive shall be opened on a subsequent date, which will be notified to such bidders.

23.1. The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 20 and 23.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

~~23.1.1 Envelopes marked withdrawals shall be opened and read. Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.~~

~~23.1.2 Bidders names, withdrawals, modification of technical bids, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the time of the opening.~~

23.2 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the Employer at the opening as the Employer may consider appropriate, will announce the bidders' names and such other details.

23.3 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 23.1.

23.4 Within three or four days after the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to clause 12.1 and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

23.5 The Employer shall inform the bidders, whose technical bid is found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids.

23.6 At the time of the opening of the Financial Bid, the names of the bidders whose bids were found responsive in accordance with clause 23.5 will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, any discount/rebate and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

23.7 The Employer shall prepare the minutes of the opening of the Financial Bids.

24. Process to be Confidential

24.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to

Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

25. Clarification of Financial Bids

25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

25.2. Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

26. Examination of Bids and Determination of Responsiveness

26.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid

- (a) Meets the eligibility criteria defined in Clause 3 and 4;
- (b) Has been properly signed;
- (c) Is accompanied by the required securities and;
- (d) is substantially responsive to the requirements of the Bidding documents.

During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.

26.2. A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

- (a) which affects in any substantial way the scope, quality, or performance of the Works;
- (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors

27.1. "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2. The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

- (a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
- (b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price' Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.6 (b).

28. Deleted

29. Evaluation and Comparison of Financial Bids

29.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.

29.2. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause 27; or
- (b) making an appropriate adjustments for any other acceptable variations, deviations; and
- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6.

29.3. The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

29.4. The estimated effect of the price adjustment conditions under Clause 47 of the *Conditions of Contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

29.5. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Demand Draft for Additional Performance Security Deposit for Quoting Offer More than

1% below the tender cost.

Selected Lowest bidder (L1) has to submit the hard copy of Performance Security in the form of Demand Draft of required amount as per condition given in Performance Security to the office of the Chief Executive Officer, PCNTDA within 8 (Eight) days from the date of opening of financial bid. The Additional Performance Security shall be made as per following calculation.

(i) If the tenderer quotes his offer 1% to 10% below the cost put to tender, he shall submit the Demand Draft of the amount equal to 1% of cost put to tender. Demand Draft of Additional Performance security shall be drawn directly from the account of Bidder / Bidding Firm.

(ii) If the Bidder intends to quote his offer more than 10 % upto 15 % below the estimated cost put to Bid then he should submit Additional Performance security 1 % for every percent after 10 % below percentage in addition to the 1% mentioned above in clause A for quoting below offer.

(eg. If Bidder quotes his offer 14.6% below the estimated cost put to bid, then he should submit $14.6 - 10 = 4.6 \% + 1\% = 5.6 \%$ amount of the cost put to bid as a total Additional Performance Security.)

For The Purpose of calculation of amount of Additional performance Security, the below Percentage (%) of Bidder shall be considered only upto two decimal points (Rounded upto two decimal points).

(iii) If the Bidder intends to quote his offer more than 15 % below the estimated cost put to Bid then he should submit Additional Performance security 2 % for every percent after 15 % below percentage in addition to the clause I & II mentioned above for quoting below offer, Demand Draft of Additional Performance security shall be drawn directly from the account of Bidder / Bidding Firm.

(eg. If Bidder quotes his offer 16.6% below the estimated cost put to bid, then he should submit $16.6 - 15 = 1.6 \% * 2 = 3.2 \% + 1 \% + 5 \% = 9.2 \%$ amount of the cost put to bid as a total Additional Performance Security.)

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.

29.6. A bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

30. Deleted

F. AWARD OF CONTRACT

31. Award Criteria

31.1. Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined

- (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
- (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

32. Employer's Right to accept any Bid and to reject any or all Bids

32.1. Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

33. Notification of Award and Signing of Agreement

33.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in; consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.

33.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

33.4. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

34. Performance Security

34.1. Within 10 days / as mentioned in the letter of Acceptance of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 2% of the Contract price plus additional security for unbalanced Bids in accordance with Clause 29.5 of ITB and Clause 52 of Conditions of Contract: a bank guarantee in the form given in Section 8; or certified Cheque / Bank Draft as indicated in Appendix.

34.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized bank Payable at Pimpri-Chinchwad.

34.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

35 Advance Payment and Security

35.1. Deleted

36. Dispute Review Expert

36.1. Deleted

37. Corrupt or Fraudulent Practices

37.1. The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible. either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India / State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

37.2. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract.

APPENDIX to ITB

**Clause Reference
with respect to
Section-I.**

Providing new electrical installation for old admin building of PCNTDA

1. Name of the Employer is : **Pimpri chinchwad New Town Development Authority**
Address: **New Administrative Building, Near Akurdi Railway station,
Pune-411 044 .Tel :- 020-27652934 Fax : 020-27652935 [Cl. 1.1]**
2. ~~Bid Capacity duly certified by C.A~~
3. This annual financial turn over amount is Rs. 25 lakhs [Cl. 4.5A(a)]
Rs Twenty five lakhs only (in words)
4. Value of work is Rs.6,23,548 /- [Cl. 4.5A(b)]
Rupees Six lakhs twenty three thousand five hundred forty eight only
5. Quantities of work are: [Cl. 4.5A(c)] NA
6. The cost of electric work is Rs 6,23,548 /- [Cl. 4.5A(d)]
Rupees Six lakhs twenty three thousand five hundred forty eight only
7. ~~The cost of water supply / sanitary works is Rs. 38,56,452/- [Cl. 4.5A(e)]
—Rupees Thirty Eight Laacs Fifty Six Thousand Four Hundred Fifty Two Only(in
—words)~~
8. Liquid assets and/or availability of credit facilities is Nil [Cl. 4.5B(c)]
Rupees Nil

**Clause Reference
with respect to
Section-I.**

9. Price level of the financial year 2016-17 [CI. 4.7]
10. ~~The pre bid meeting will take place at PCNTDA, Office, New Administrative Building, Akurdi, Pune 411044. [CI. 9.2.1]~~
~~(address of the venue) on(time and date)~~
11. The technical bid will be opened at - As Above
(address of the venue) on(time and date)
12. Address of the Employer **Pimpri chinchwad New Town Development Authority**
Address: **New Administrative Building, Near Akurdi Railway station, Pune-411 044 .Tel :- 020-27652934 Fax : 020-27652935** [CI. 4.5(a)]
13. Identification: [CI. 19.2(b)]
- Bid for(name of Contract)
 - Bid reference No.(insert number)
 - Do not open before..... (time and date)
14. The bid should be submitted latest by(date and time) [CI. 20.1(a)]
15. The bid will be opened at ó As above [CI. 23.1]
(place) on..... (time and date).
16. The Bank Draft in favour of öCEO PCNTDAö (CI. 34.1)
payable at
17. Deleted
18. Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)

<u>Year before</u>	<u>Multiply factor</u>
One	1.1
Two	1.21
Three	1.33
Four	1.46

Five

1.61

SECTION 2

QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

1. For Individual Bidders

1.1. Constitution or legal status of Bidder

[Attach copy]

Place of registration:

Principal place of business:

Power of attorney of signatory of Bid

[Attach]

1.2. Total value of Electrical work 20.....20B
 work performed in the last five years** 20.....20
 (in Rs. Lacks) 20.....20

1.3.1. Work performed as prime contractor, work performed in the past as a nominated subcontractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years. **

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs. crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay & work Completed

**Attach certificate(s) from the not below rank of Executive Engineer.*

*** immediately preceding the financial year in which bids are received.*

B Attach certificate from Chartered Accountant.

#1.3.2. Deleted

1.4. Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs Cr)	Stipulated Period of Completion	Value of works*remaining to be completed (Rs Cr)	Anticipated date of completion
1	2	3	4	5	6	7	8

**Attach certificate(s) from the not below rank of Executive Engineer.*

@The item of work for which data is requested should tally with that specified in ITB clause 4.5A(c).

*** immediately preceding the financial year in which bids are received.*

Delete. if prequalification has been carried out

(B) Works for which bids already submitted:

Description of works	Place & State	Name & Address of Employer	Estimated value of works (Rs Cr)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

1.5. Deleted

1.6. Deleted

1.7. Proposed sub-contracts and firms involved. [Refer **ITB** Clause 4.3 (k)]

Deleted

~~Attach copies of certificates on possession of valid license for executing water supply / sanitary work / building electrification works [Reference Clause 4.5(d) & Clause 4.5 (e)]~~

*1.8. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

1.9. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit. etc. List them below and attach copies of support documents.

1.10. Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.11. Information on litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount involved by each party		Remarks showing Present Status

1.12. Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders.

1.13. Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3 (I)]

~~1.14. Programme~~

~~1.15. Quality Assurance Programme~~

2. Deleted

Additional Requirements

3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

(i) Affidavit

(ii) Undertaking

***(iii) Update of original prequalification application

***(iv) Copy of original prequalification application

*** (v) Copy of prequalification letter

* Delete, if prequalification has been carried out

** Fill the Name of Consultant.

*** Delete, if prequalification has not been carried out.

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR
AVAILABILITY OF CREDIT FACILITIES**

(CLAUSE 4.2 (i) OF ITB)

BANK CERTIFICATE

This is to certify that *M/s*..... is a reputed company with a good financial standing.

If the contract for the work, namelyis awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.to meet their working capital requirements for executing the above contract during the contract period.

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

(Not required for works costing less than Rs.1.50 Crore)

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm *M/s*.....have abandoned any work nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department /Project implementing agency.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s.
.....would invest a minimum cash up to 25% of the value of the work during implementation of the Contract.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 3
CONDITIONS OF CONTRACT

Conditions of Contract

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CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

1.1. 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.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

The Completion Date is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1.

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 2.3 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 and includes Technical and Financial bids.

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

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

"CSD" shall mean Common Set of Deviation. The amendment /addendum /clarifications / addition / deletion / modification / correction means information provided by the PCNTDA related to queries or its own there to facilitate to the tenderer.

Days are calendar days; months are calendar months.

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

The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

The Employer is the party who will employ the Contractor to carry out the, Works. The expression "**Department/Client/Owner/Employer**" as used in the tender papers shall mean Pimpri Chinchwad New Town Dev. Authority, Nigdi.

“Chief Executive Officer” as used anywhere in the tender papers shall mean “Chief Executive Officer” of the Pimpri Chinchwad New Town Dev. Authority, Nigdi 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.

“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.

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 Contractor, administering the Contract, certifying payments due to the Contractor.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

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

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

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

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.

“**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.

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

“**Drawing**” shall 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

Utility shall mean the services provided for the public.

2. Interpretation

2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.

2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3. The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities and
- (9) Any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

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

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

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 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. Sub-contracting

7.1. The Contractor may sub-contract any portion of work, upto a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations.

8. Other Contractors

8.1. The Contractor shall co-operate 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 Contract Data. If the personal stated in the contract data are not deployed on site by the contractor, it will be treated as breach of contract and action will be taken

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.

11. Employer's Risks

11.1. The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, 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;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.

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 effect 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 an 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. Contractor to Construct the Works

16.1. The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17. The Works to be Completed by the Intended Completion Date

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

18. Approval by the Engineer

18.1. 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.

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

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

18.4. The Contractor at his own cost shall obtain approval of third parties to the design of the Temporary Works where required.

18.5. 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.

19. Safety

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

20. Discoveries

20.1. 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.

21. Possession of the Site

21.1. The Employer shall give complete possession / partial possessions of the Site to the Contractor from the date of signing of agreement.

22. Access to the Site

22.1. 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.

23. Instructions

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

23.2. The Contractor shall permit the Employer 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 Employer, if so required by the Employer.

24. Disputes

24.1. Dispute resolution will be as per Cl. 25 below.

25. Procedure for Disputes

25.1. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the work (whether during progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to the Engineer. If the Contractor within 21 days of reference is not satisfied with the decision or non-decision by Engineer, he should refer such dispute as stated below.

The Contractor in writing shall refer the dispute along with the decision / non-decision of the Engineer to the Chief Executive Officer of the Development Authority, Chief Executive Officer, offer its decision within 21 days of such reference .

If the contractor is not satisfied with the decision of Chief Executive Officer of the Development Authority, he may refer the dispute to the Development Authority (D.A) committee headed by the Chairman with the members. This D.A. committee shall hear the dispute from contractor, the Engineer and the Chief Executive Officer, The D.A. committee may give the final decision on such dispute within 60 days of such hearing. The decision of the D A committee is final and binding on the contractor and the Engineer.

26. Replacement of Dispute ReviewExpert

26.1. Deleted

B. TIME CONTROL

27. Programme

27.1. The Engineer shall issue the indent of work in stages specifying the time limit for the same as and when required. The Contractor shall submit to the Engineer for approval a programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts, using software programmes like MS Project / Primavera.

27.2. An update of the Programme shall be a programme 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.

27.3. The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

27.4. The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

28.1. The Engineer shall extend the Intended Completion Date 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 and which would cause the Contractor to incur additional cost.

28.2. The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to co-operate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28.3. The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision. If the Employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter to as explained in Clause 24.1.

29. Deleted

30. Delays Ordered by the Engineer

30.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings

31.1. 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.

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

32. Early Warning

32.1. 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.

32.2. 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

33. Identifying Defects

33.1. The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect

34. Tests

34.1. The contractor shall be solely responsible for :

- a. Carrying out the mandatory tests prescribed in the specification of Ministry of State PWD, Department of Electronics and information technology.
- b. For the correctness of the test results, whether performed in his laboratory or elsewhere.

34.2 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.

35. Correction of Defects

35.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2. 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. If the contractor is in default the Engineer shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due to the contractor.

36. Uncorrected Defects

36.1. 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.

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.

38. Changes in the Quantities

38.1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 per cent provided the change exceeds 1% of initial Contract Price, the rate to allow for the change, duly considering, as mention in note below Shedule-B

38.2. Deleted

38.3. If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

39. Variations

39.1. All Variations shall be included in updated Programmes produced by the Contractor.

40. Payments for Variations

40.1. If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate. This shall apply for Variations only up to the limit prescribed in the Clause 38. If the Variation exceeds this limit, the rate shall be derived under the provisions of clause 40.2 for quantities (higher) exceeding the deviation limit.

40.2 If the rate for Variation item cannot be determined in the manner specified in Clause 40.1, In the absence of similar rates in Bill of Quantities, the rate shall be as per the then prevailing schedule of rates of the district public works division / Maharashtra Jeevan Pradhikaran/ MSEDCL accepted for this contract.. The decision of the Employer on the rate so determined shall be final and binding on the Contractor.

41. Cash Flow Forecasts

41.1. When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

42. Payment Certificates

42.1. The Contractor shall submit to the Engineer duly signed monthly statements of the estimated value of the work completed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.

42.2. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question

42.3. The value of work executed shall be determined by the Engineer.

42.4. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

42.5. The value of work executed shall include the valuation of Variations and Compensation Events.

42.6. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

42.7 The final bill shall be submitted by the contractor within three month of the actual date of completion of the work; otherwise the Engineers certificate of the measurement and of the total amount payable for work accordingly shall be final and payment made accordingly within a period of sixty days as far as possible.

43. Payments

43.1. 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.

43.2. Deleted

43.3. 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.

44. Compensation Events

44.1. Deleted

44.2. Deleted

44.3. Deleted

44.4. Deleted

45. Tax

45.1, The rates quoted by the Contractor shall be deemed to be inclusive of the sales, Central and State Governments, local bodies and authorities 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,

46. Currencies

46.1, All payments shall be made in Indian Rupees.

47. Price Adjustment

Deleted .

48. Retention

48.1. The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2. Deleted

48.3. On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.

49. Liquidated Damages

49.1. 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.

49.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any over payment 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 43.1.

49.3. If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

49.4. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking - Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

50. Bonus

50.1. Deleted

51. Advance Payment

51.1. Deleted

51.2. Deleted

51.3. Deleted

51.4. Secured Advance

Deleted

52. Securities

52.1. The Performance Security (including additional security for unbalanced bids) 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.

53. Deleted

54. Cost of Repairs

54.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

55. Completion

55.1. The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

56. Taking Over

56.1. The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

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 56 days of receiving the Contractor's account if it is correct and complete. **If** it is not, the Engineer shall issue within 56 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 56 days of receiving the Contractor's revised account.

58. Operating and Maintenance Manuals

58.1. 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. The Engineer shall modify the maintenance manuals if required and approve within 15 days of such submission by contractor.

58.2. 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.

59. Termination

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

59.2. 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 Programme and the stoppage has not been authorized by the Engineer;

(b) if the Contractor fails to set up a field laboratory with the prescribed equipment, within 15 days of the workorder

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted

(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 Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "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 Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

(i) any other fundamental breaches as specified in the Contract Data.

59.3. 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 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

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

59.5. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe, clean and secure and leave the Site as soon as reasonably possible.

60. Payment upon Termination

60.1. 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.

60.2. 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 cost of balance material brought by the contractor and available at site, 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.

61. Property

61.1. 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.

62. Release from Performance

62.1. 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.

F. 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 thereunder, 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 thereunder, 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 nonobservance 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 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.P 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.P. 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, 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.

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 upto 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 *SO*). 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 upto 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 of 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. ARBITRATION

Deleted.

SECTION 4
CONTRACT DATA

CONTRACT DATA

Clause Reference
with respect
to section 3

Providing new electrical installation for old admin building of PCNTDA

Items marked "N/A" do not apply in this Contract.

1. The Employer is [Cl. 1.1]
Name: **Pimpri chinchwad New Town Development Authority**
Address: **New Administrative Building, Near Akurdi Railway station,
Pune-411 044 .Tel :- 020-27652934 Fax : 020-27652935**
Name of authorized Representative (Will be intimated later)
2. The Engineer is Executive Engineer Electrical
Name of Authorized Representative:
4. The Defects Liability Period is 365 days from the date of completion.[Cl. 1.1&35]
5. The Start Date shall be work order date for the work [Cl.1.1]
6. The Intended Completion Date for the whole of the Works is 4 (Four) months after start of work **with the following milestones: [Cl.1.1, 17&28]**
Milestone dates : Physical works to be completed Period from the start date [Cl.2.2 & 49.1]
Milestone 1 i.e.,_ 1 months. Procurement of material.
Milestone 2 i.e.,... 3 months. Material on site and 30% work to be completed.
Milestone 3 i.e., 6 months. 100% work and handing over of work.
7. The Site is located at **Old Administrative Building of PCNTDA, Near Nigdi Chowk, Nigdi, Pune** [Cl. 1.1]
8. The name and identification number of the Contract is: [Cl. 1.1]
9. The works consist of as mentioned in scope of work [Cl. 1.1]

Clause Reference

Scope of work :-

Internal electrification of the old admin building of PCNTDA at nigdi chowk. The scope of work includes

- 1) Incoming supply from nearest feeder pillar
- 2) installation of Distribution panel
- 3) providing mains and submains
- 4) and detailed internal wiring as mentioned in schedule-B

10. The following documents also form part of the Contract: [Cl. 2.3(9)]

- i) Letter of Acceptance
- ii) Notice to proceed with the works;
- iii) Contractor's Bid
- iv) Condition of Contract: General and Special
- v) Contract Data
- vi) Additional condition
- vii) Drawings
- viii) Bill of Quantities and
- ix) Any other documents listed in the Contract Data as forming part of the Contract.

11. The law which applies to the Contract is the law of Union of India

law of Jurisdiction, Pimpri Chinchwad, Pune. [Cl. 3.1]

12. The language of the Contract documents is English [Cl. 3.1]

For Correspondence Language English and Marathi.

13. Limit of subcontracting NA [Cl. 7.1]

14. The Schedule of Other Contractors [Cl. 8]

15. The Schedule of Key Personnel As per Annex-II to Section I [Cl. 9]

16. The minimum insurance cover for physical property, injury and death [Cl. 13] is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.

17. Site investigation report [Cl.14]
18. The Site Possession Dates shall be date of the work order. [Cl. 21]
19. Deleted.
20. Deleted.
21. The period for submission of the programme for approval of Engineer [Cl. 27.1] shall be 15 days from the issue of Work Order.
22. Deleted. [Cl. 27.3]
23. The amount to be withheld for late submission of an updated programme shall be NA [Cl. 27.3]
24. Deleted.
25. The currency of the Contract is Indian Rupees. [Cl. 46]

26 . Price Variation :
Deleted.

(NO Price Variation will be given as this project is having 100 % finance available.)

27. Retention :- Deleted
28. Amount of liquidated damages for For Whole of work [Cl. 49]
delay in completion of works (1/20000)th of the Initial
Contract Price, rounded off to the nearest Thousand, per day.
29. Maximum limit of liquidated 10 per cent of the [Cl. 49]
damages for delay in completion of work Initial Contract Price
rounded off to the nearest thousand.
30. Deleted.
31. Deleted.
32. Deleted.
- 33 Deleted.**

34. Deleted.
35. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: [CCI.52]
Performance Security for 2 per cent of contract price Rs . 13,000/- plus as additional security in terms of **ITB** Clause 29.5.(to be decided after evaluation of the bid) plus work performance security

The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.
36. Deleted
37. The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [CCI.58]
38. The amount to be withheld for failing to supply "as built" drawings by the date required is Rs. 10,000/- [CCI.58]
39. The following events shall also be fundamental breach of contract: [CCI.59.2]
"The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC."
40. The percentage to apply to the value of the work not completed [3, Cl. 60] representing the Employer's additional cost for completing the Works shall be 20 per cent.

SECTION 5
TECHNICAL SPECIFICATIONS

1) All electrical works are to be carried out by authorized person only and strictly as per relevant Indian Electricity Act and Rules with prior approval of PCNTDA.

2) All the work should be carried out by specification and drawings and as per specification book of state PWD (Red Book). Any other additional specification as suggested by engineer of PCNTDA.

- All the electrical work should be carried out by the licensed electrical contractor
- All the electrical work should be carried out as per standard specification of red book of PWD and as per direction given by Executive engineer Electrical
- The choice of make/brand and type of required accessories, material, fixtures etc will be decided by PCNTDA. The decision of PCNTDA will be binded to contractor.
-) All electrical works are to be carried out by authorized person only and strictly as per relevant Indian Electricity Act and Rules with prior approval of PCNTDA.
- The contractor should provide 5 years replacement warranty for the LED fittings provided by him.
- It is responsibility of the contractor to handover the electrical work to concern authority ex. PCMC or MSEDCL.
- It is responsibility of the contractor to carry out all the liasaning work with related authority like PCMC, MSEDCL.
- It is responsibility of contractor to carry out the maintenance till the DLP period of the project to keep the electrical system in working condition.

3) Service conditions: Equipment/Material offered shall be entirely satisfactory for operation under the following tropical conditions.

- (i) Humidity 12% and 100%.
- (ii) Maximum is ocorennic level 1-40 thunder stormy day per year.
- (iii) Maximum temperature in shade 45.0c.
- (iv) Minimum temperature thunder in shade 4.50c.
- (v) Maximum temperature under Sun. 71.0c.
- (vi) Altitude above mean and sea level up to 1000 meters.

4 Due consideration will be given to any special devices or attachment put forward by the tender or which are calculated to enhance the general utility and the safe and efficient operation of the equipment/materials work.

5 Completeness of contract: All fittings accessories or apparatus, which may not have been specifically mentioned in the tender but which are useful or necessary for the effective working shall be provided by the tenderer without extra charged. All equipment and apparatus shall be complete in all details. Whether such details are mentioned in the specification or not.

6 Materials and workmanship: All the materials shall be of the highest class and shall be capable of satisfactory operation in the tropics under service conditions indicated in para 1.1 without distortions or deterioration No welding, filling or plugging, or defective parts shall be permitted, unless otherwise specified, they shall conform to the requirements of the appropriate covering Indian, British, or American Standards. Where a standard specification covering the materials in question has not been published, the standard of American Society for testing or material should be followed after confirming from PCNTDA.

7 The Workmanship shall be in the highest grade and the entire installation in accordance with the best modern practice.

8 The on air designs and installation shall be capable of withstanding the severest stresses likely to occur in actual service and existing rough handling transport.

9 Interchange ability: All similar materials and removable parts of similar equipment shall be inter-chargeable with each other.

10 Descriptive Literature and Drawings: NA

12 Any formal approvals, which the Pimpri-Chinchwad New Town Dev. Authority may have given to the detailed drawings, submitted by their supplier, subsequent to placing the orders will not relieve the later of his responsibility for the correctness with the terms of specifications.

13 One set of reproducible tracing in ink on tracing cloth shall also be supplied to enable the Authority to take more copies if required.

14 Operation and Maintenance Instructions: ~~The tenderer shall furnish to the Authority 3 copies of the draft operation and maintenance instructions for the equipment.~~

~~15 Copies of the finalized operation & maintenance instructions shall be forwarded to the Authority simultaneously with the dispatch of the equipment. These instructions shall include all particulars & drawings for the proper operation of the equipment, maintenance during operation, preventive maintenance to be done periodically, disassembling and assembling of parts of the equipment for maintenance and overall detailed spare parts inventory with identification numbers, sectional drawings and connected information.~~

16 Inspection: The authorized representative of the Authority shall have access to the successful tenderer's or his sub-contractors works at any time during working hours for testing any selected samples from the materials going into the equipments. The successful tender of his sub-contract shall furnish facilities for testing, such samples at any time where specified the final shop test shall be conducted in the presence of the Authority representative who will be deputed for the purpose in such cases not less than 30 days from notice should be given to the Authority, giving the programmer for the final tests & the goods should not be dispatched till such inspection is conducted or waived in writing.

17 Test and test Certificates: In addition to the test as per I.S.I. Standards the Authority reserves the right to have any other responsible test carried out at the expense of the contractor at the manufacturer's premises. The authority shall be supplied with three copies of the results of all tests carried out on the equipment.

18 Guarantees: The successful tenderer shall guarantee among other things the following:

1. Quality & strength of material used.
2. Safe electrical & mechanical stresses shall on all parts of the equipment under special conditions for operations.
3. The material and workmanship shall be guaranteed for satisfactory operation for a period of at least Five year from the date of commissioning.
4. Performance figure specified by the tenderer in the schedule of guaranteed particulars.

19. If during the period of guarantee, any of the materials equipment are found defective/ and/ or failed in test or operation, such materials equipment shall be repaired or replaced by the tenderer free of the cost of the Authority. Irrespective of the reimbursement from the Insurance Company within reasonable time which shall be the circumstances by more than the completion time indicated in the order.

20. Name Plate: Equipment should be provided with name plate giving full details of manufacturer, capacities & other details as specified in the relevant I.S.S. or other specifications stipulated.

21 The provision of this Section shall be applicable for all materials to be supplied in the contract item as per technical specifications.

22 The contractor shall arrange to give all notice required as per Indian Electricity rules to the Electrical Inspector, MSEDCL & other Local Authorities. Contractor will do the needful to get the plan & installation approved from MSEDCL / PCMC, Electrical Inspector and concerned authorities at his own costs. The contractor shall arrange the hand over all executed work along with three copies of plans to MSEDCL or PCMC at his own cost. After handing over the final bill will be prepared.

23 ~~The Transformer will have to be installed, according to design proposed by MSEDCL and stage wise manufacturing process & final inspection is to be arranged by the contractor without any extra cost. (This includes Inspection, approval fees also)~~

24 NA

25 The work is to be completed under guidance of MSEDCL, PCMC & PCNTDA as the casemay be.

26 General specifications for H.T., L.T. materials, feeder pillars etc. regarding the tenders,can be had from the Executive Engineer's PCNTDA / MSEDCL / PCMC.

27 Maintenance Liability:

The contractor shall be responsible for rectification of manufacturing defects for a period of 12 months from the certified day of completion by the PCNTDA. This period of 12 months shall be known as defects liability period as defined in General conditions of contracts subsequent to the taking over of lighting or any other installation & after it has been in use, it's maintenance would be the responsibility of the contracts. Any defects or failure during this period shall be rectified within two days from intimation. If the same is not carried out in the stipulated time, PCNTDA shall have the right to get it repaired departmentally or through any other agency. The cost of the same shall be recovered from the contractor.

28 Samples:

The contractors shall furnish the Engineer for adequate samples of all materials to be used in work & to permit test & examinations thereof. All materials used in the work shall be strictly as per approved samples.

29 Standards and Specifications for Tender.

29.1 All material used on the works shall confirm to the relevant B.S. Specifications and shall have to the approval of the Chief Engineer, (Elec.) P.W.D. / Government of Maharashtra / Chief Engineer, (P.U.C.) MSEDCL / Development Engineer, (Elec.) P.C.M.C. / Executive Engineer PCNTDA as the case may be.

29.2 The material covered under quality control orders shall bear the manufacturing certificate issued by the Competent Authority under the order.

29.3 During execution works if there is any suggestions given by MSEDCL, P.C.M.C., P.C.N.T.D.A, it will binding on contractor to execute the same without any extra cost.

29.4 All Electrical works shall be carried out as per relevant Bureau of Indian Standards and Specifications, similarly, the method of construction shall be as per P.W.D. Hand Book for Electrical Works / MSEDCL approved method of construction

SECTION 6
FORM OF BID

FORM OF BID

Description of the Works: Providing new electrical installation for old admin building of PCNTDA

BID

To :

Address :

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda at above % / below % the estimated amount.

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.

3. We agree to abide by this Bid for the period of *..... days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this,..... day of20.....

Signature.....in the capacity of.....
duly authorized to sign bids for and on behalf of.....
.....

(in block capitals or typed)

Address

.....
.....

Witness

.....
.....

Address

.....
.....

Occupation

.....
.....

SECTION 7
BILL OF QUANTITIES

BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the specification of State PWD.
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.
10. Rock is defined as all materials which, in the opinion of the Engineer, require
blasting' or the use of metal wedges and sledgehammers, or the use of
compressed air drilling for its removal, and which cannot be extracted by ripping
with a tractor of at least 150 kw with a single rear mounted heavy duty ripper.

Note:

1. Deleted
2. Deleted
3. Deleted
4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 27.1(b)].
5. For Section VI - Contractor shall not depend on whatever he has quoted rate in his offer. Payment shall be done at the rate given under this item only after producing documentary evidence.

For Section VII - Paying or not paying to the Contractor shall not depend on whatever he has quoted rate in his offer. Payment / not payment shall be done at the rate given under this item only. Any complication arising out payment and or non-payment shall be contractor's responsibility.

Mode of payment will be as below

- 1) 90% of payment will be released after testing and commission of the electrical system
- 2) 100% payment will be released after handing over of the entire system.

SECTION 8

SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

WHEREAS,[name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated[date] for the construction of..... [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We [name of Bank] of..... [name of country] having our registered office at(herein after called "the Bank") are bound unto[name of Employer] (herein after called "the Employer") in the sum of* for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday of, 20.....

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

(2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders: or

(c) does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE

WITNESS..... SEAL.....

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To
..... [name of Employer]
.....[address of Employer]
.....

WHEREAS [.....name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. dated..... to execute [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of [amount of guarantee] *(in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor

Name of Bank

Address

Date.....

* An amount shall be inserted by the Guarantor, representing the percentage the Contract

Price specified in the Contract including additional security for unbalanced Bids, if any and

denominated in Indian Rupees.

Letter of Acceptance
(Letterhead paper of the Employer)
..... (Date)

To
.....(Name and address of the Contractor)
.....
.....

Dear Sirs,

This is to notify you that your Bid datedfor execution of the
..... (name of the contract and
identification number, as given in the Instructions to Bidders) for the Contract Price of
Rupees(.....) (amount
in words and figures), as corrected and modified in accordance with the Instructions to
Bidders! is hereby accepted by our agency.

We accept / do not accept that..... be appointed as the
Adjudicator", You are hereby requested to furnish Performance Security, in the form
detailed in Para 34.1 of ITB for an amount equivalent to Rs.within 21 days of
the receipt of this letter of acceptance valid up to 28 days from the date of expiry of
defects Liability Period i.e. up toand sign the contract, failing
which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature
Name and title of Signatory
Name of Agency

¹ Delete "corrected and" or "and modified" if only one of these actions applies. Delete
as
corrected and modified in accordance with the Instructions to Bidders, if corrections
or

² To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed
by
the Employer in the "Instructions to Bidders".

Issue of Notice to proceed with the work

(Letterhead of the Employer)

.....(Date)

To

.....(Name and address of the Contractor)
.....
.....

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the Contract for the construction of

.....
.....

.....at a Bid Price of Rs.

.....

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized
to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made theday of.....
between.....(name and address of Employer)
[hereinafter called "the Employer] and
.....
(name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute
.....
(name and identification number of Contract) (hereinafter called "the Works") and the
Employer has accepted the Bid by the Contractor for the execution and completion of
such Works and the remedying of any defects therein , at a cost of
Rs.....
.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - i) Letter of Acceptance
 - ii) Notice to proceed with the works;
 - iii) Contractor's Bid
 - iv) Condition of Contract: General and Special
 - v) Contract Data

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s.....agree to abide by this bid for a period days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

.....
(Signed by an Authorized Officer of the Firm)

.....
Title of Officer

.....
Name of Firm

.....
DATE

SECTION 9
DRAWINGS

SECTION 10

DOCUMENTS TO BE FURNISHED BY BIDDER

Appendix 6B

Addendum of General Condition of Contract
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 the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 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 prescribed minimum (say 20) or more contract labour.
- f) **Minimum Wages Act 1948:** - The Employer is 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, runways are scheduled employment.
- 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 prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- 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 prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these 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 regulations 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 prescribed minimum (say, five) 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 the prescribed minimum (say, 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 of 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 the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

(SECTION-IV)
CONDITIONS OF CONTRACT
(PART-II SPECIALCONDITIONS OF CONTRACT)

Section IV. Special Conditions of Contract

(These conditions are to be read with the Conditions of Contract set out in Section-IV)

3 Amended as under

The documents forming the Contract shall be interpreted in the following order of priority.

- (1) Agreement,
- (2) Notice to Proceed with the Work,
- (3) Letter of Acceptance,
- (4) Contractor's Bid,
- (5) Contract Data,
- (6) Implementation Manual & Maintenance Intervention level
- (6) Part II, Special Conditions of Contract
- (8) Part I, General Conditions of Contract
- (9) Specifications,
- (10) Bill of Quantities,
- (11) Drawings, and
- (12) Any other document listed in the Contract Data.

- 7.2** 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 for labour, or labour component.
 - e.g. the purchase of Materials which are in accordance with the standards specified in the Contract.

- 7.3** Beyond what has been stated in clauses 7.1 and 7.2 if the Contractor proposes sub contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:
- a. The Contractor shall not sub contract the whole of the Works.
 - b. The Contractor shall not sub contract any part of the Work without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any his sub contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.

- 7.4** The Engineer should satisfy himself before recommending to the Employer whether.
- a. The circumstances warrant such sub contracting; and

- b. The sub contractor so proposed for the Work possess the experience qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub contracted.

ARBITRATION – Deleted.

6. SECURITY DEPOSIT AND INDEMNITY BOND:

6.1 Security Deposit

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 and maintenance period of 365 days.

6.2 Loss or Damage Indemnity Bond

The contractor shall be responsible during the progress as well as during maintenance period for any liability imposed by law for any damage to the work or any part thereof or to any of the materials or other things used in performing the work or for injury to any person or persons or for any property damaged in or outside the work limit. The contractor shall indemnify and declare that the owner and the ENGINEER are in no way responsible against any and all liability, claims, loss or injury, including costs, expenses, and attorney's fees incurred in the defense of same, arising from any allegation/ litigation, whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or from any material used in the work or from any condition of the work or work site, or from any cause whatsoever during the progress of the work & during defect liability and maintenance period of 365 days.

7. SUPERVISION AND SUPERINTENDENCE

7.1 Contractor's Supervision

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of construction. The Contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents, & such instructions & variation orders as the ENGINEER may issue during the progress of the works.

8. CARE AND USE OF SITE

The Contractor shall not commence operations on land allotted for work except without prior approval of the ENGINEER. If these lands are not adequate the Contractor may have to make his own arrangements for additional lands required for his use.

The contractor shall not demolish, remove or alter any of the structures, trees or other facilities on the site without prior approval of the ENGINEER. All the area of Contractor's operations shall be cleared before returning the same to the ENGINEER.

11. MANUFACTURER'S INSTRUCTIONS

The Contractor shall compare the requirements of the various manufacturer's instructions with requirements of the contract documents, shall promptly notify to the ENGINEER in writing of any difference between such requirements and shall not proceed with any of the works affected by such difference until an interpretation or clarification is issued pursuant to article. The contractor shall bear all costs for any error in the work resulting from his failure to the various requirements and notify the owner of any such difference.

12. PROTECTION

The contractor shall note that traffic will be playing on adjoining roads during construction and special precautions are required to be taken. The contractor shall take all precautions and furnish and maintain protection to prevent damage, injury or loss to other persons who may be affected thereby, all the works and all materials and equipment to be incorporated therein whether in storage on or off the site, under the care, custody or control of the contractor or any of his sub-contractors and other improvements and property at the site or where work is to be performed including building, trees and plants, pole lines, fences, guard rails, guide posts, culvert & project markers, sign structures, conduits, pipelines & improvements within or adjacent to streets, right-of-way, or easements, except those items required to be removed by the Contractor in the contract documents. The Contractors protection shall include all the safety precautions and other necessary forms of protection, and the notification of the owners of utilities and adjacent property.

The contractor shall protect adjoining site against structural, decorative and other damages that could be caused by the execution of works and make good at his cost any such damages that could be caused by the execution of works and make good at his cost any such damages within reasonable time. Contractor shall take

necessary insurance policy to cover the risk of accident and loss to work, or any other persons or properties and indemnify the employer.

13. UTILITIES AND SUB-STRUCTURES

The contractor has to carry out shifting of utilities and services as per direction of ENGINEER. If any utility of service is found not covered under BOQ, the contractor has to carry out the work as per direction of ENGINEER including necessary co-ordination with concerned services provider, payment for the same will be made as per provision in this contract. EMPLOYER will assist him in the matter. Some of the utilities to be shifted are included in the Schedule-B some of utilities are unknown, with permission of EMPLOYER & user department Contractor may be asked to remove the services at accepted rate.

14. WORKMEN

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice to any other liability under the acts pay the owner a sum as decided by the ENGINEER.

14.1 Work During Night Or On Sundays And Holidays

Unless otherwise provided, none of the permanent works shall be carried out during night, Sunday or authorized holidays without permission in writing. However, when work is unavoidable or necessary for the safety of life, priority of works, the Contractor shall take necessary permission immediately & advice the ENGINEER accordingly. While working at night sufficient lighting arrangements should be on site, special care & precautions should be taken to avoid accidents.

14.2 Workmanship

14.2.1 The quality of workmanship produced by skilled knowledgeable and experienced workmen, machines and artisans shall be excellent. Particular

attention shall be given to the strength, appearance and finish of exposed work. All concrete work shall be form finished.

15.1 Optional Materials

Only one brand, kind or make of material and equipment shall be used for each specific purpose through-out the works, notwithstanding that similar material or equipment of two or more manufacturers or proprietary items may be specified for the same purpose.

17. LAWS AND REGULATIONS:

a. Governing Law

The contract documents shall be governed by the laws and by-laws of India, the State of Maharashtra and the local bodies in this region.

b. Resolving the disputes:

In case of disputes, between a Contractor and the field officers and ENGINEER, regarding this tender, decision of the Committee comprising of Divisional Commissioner, Pune, The Chief Engineer, PWD Pune Region and The Chief Engineer, Pune, of Maharashtra Jeevan Pradhikaran, shall be the final and binding. No arbitration shall be allowed.

18. PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax, octroy and other taxes Govt. Royalties and any other levies required by law including all taxes. The Employer will not take any responsibility of refund of such taxes/fees and in case of disputes between taxing authority and the contractor, the EMPLOYER & Engineer and its officers shall be indemnified by the Contractor. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

19. BURIED AND CONCEALED WORK

The contractor shall help in recording the precise location of all piping, conduits, ducts cables and any other work that is buried, embedded in earth or concrete or masonry, or concealed in wood or metal frame walls and structures

at the time such work is installed and prior to concealment. If the contractor should cover or bury such work before such recording takes place, he shall uncover the unrecorded work to the extent required by the ENGINEER and shall satisfactorily restore and reconstruct the removed work with no change in the contract price or the contract time without any extra cost to EMPLOYER.

20. INSPECTION

- i) The contractor shall inform the ENGINEER in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer shall have certified in writing to that effect. No approval of materials or workmanship or approval of part of the work during the progress of execution shall bind the ENGINEER or in any way affect him even to reject the work which is alleged to be completed and to suspend the issue of his certificate of completion until such alternations and modifications or reconstruction have been affected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfaction.
- ii) The contractor shall provide at his cost necessary ladders and such arrangement as to provide necessary facilities and assistance for proper inspection of all parts of the work at his own cost.

The contractor after completion of work shall have to clean the site of all debris and remove all unused materials other than those supplied by the Employer and all plant and machinery, equipment, tools etc. belonging to him within one month from the date of completion of the work, or otherwise the same shall be removed by the Department at his cost and contractor shall not be entitled for payment of any compensation for the same.

21. SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

21.1 Contractor's Responsibility for Safety

The contractor shall be solely responsible notwithstanding any stipulations by owner or ENGINEER for initiating, maintaining and supervising all safety precautions and programmes, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

On the occurrence of an accident arising out of the works which result in death or which is so serious as to be likely to result in death, the contractor shall within one hour of such accident intimate in writing to the ENGINEER the facts stating clearly and with sufficient details the circumstances of such accidents and subsequent action taken by him. The matter should also to be reported to the local police station immediately. All other accidents on the works involving injuries to the persons or property other than that of the contractor shall be promptly reported to the ENGINEER clearly and with sufficient details the facts of such accidents and the action taken by the contractor.

21.2 The Contractor shall, throughout the execution and completion of the works and the remedying of any defects therein:

- a) Have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his control) and the works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons.
- b) Provide and maintain at this own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the ENGINEER or by any duly constituted authority, for the protection of the works or for the safety and convenience of the public or others, and
- c) 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.

21.3 Care of Works

The Contractor shall take full responsibility for the care of the works and material & ~~plant~~ for incorporation therein from the commencement date until the date of issue of the Taking-Over Certificate for the whole works when the responsibility for the said care shall pass to the Employer provided that:

If the ENGINEER issues a Taking-Over Certificate for any Section or part of the Permanent Works the Contractor shall cease to be liable for the care of that section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, & The Contractor shall take full responsibility for the care of any outstanding works and material and plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed.

If any loss or damage happens to the works, or any part thereof, or materials or plant for incorporation therein, during the period for which the Contractor is responsible

for the care thereof, from any cause whatsoever, other than the excepted risk, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the ENGINEER. The Contractor shall also be liable for any loss or damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under this agreement and during defect liability and maintenance period of 365 days.

The Contractor shall, without limiting his or the Employer's obligation and responsibilities under Clause 21.3 ensure -

- a) The works, together with materials and plant for incorporation therein, to the full replacement cost (the term "cost" in this context shall include profit).
- b) An additional sum of 15 per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the works and of removing debris of whatsoever nature, and
The Contractor's Equipment and other, things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site,

21.4 Scope of Cover

The insurance in paragraphs (a) and (b) of Clause 21.3 shall be in the joint names of the Contractor and the Employer and shall cover;

- a) The Employer and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in Clause 21.6, from the start of work at the Site until the date of issue of the relevant Taking-Over Certificate in respect of the Works or any Section or part thereof as the case may be, and
- b) The Contractor for his liability
During the Defects Liability and Maintenance Period of 365 days for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability and Maintenance Period of 365 days, and
For loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under this agreement and during defect liability and Maintenance Period of 365 days.
Responsibility for amount not recovered
Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with their responsibilities under Clause 21.3.

21.6 Exclusions

There shall be no obligation for the insurance in to include loss or damage cause by (accepted risk)

War, hostilities (whether was be declared or not), invasion, act of foreign enemies, Rebellion, revolution, insurrection, or military or usurped power, or civil war, Ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or Pressure waves cause by aircraft or other aerial devices traveling at sonic or supersonic speeds.

Damage to persons and properties

The Contractor shall, indemnify the Employer against all losses and claims in respect of :

- a) Death of or injury to any person, or
- b) Loss of or damage any property (other than the works).

Which may arise out of or in consequence of the execution and completion of the works & the remedying of nay defects therein, & against shall claims, proceedings, damages, costs, charges & expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Clause 22.2.

21.7 Third party insurance including employers property

The Contractor shall, without limiting his or the Employer's obligations and responsibility under Clause 21.7, insure, in the joint names of the Contactor and the Employer, against liabilities for death of or injury to any person (other than the works) arising out of the performance of the Contract.

21.8 Minimum amount of insurance

Minimum amount of third party insurance of y) minimum per occurrence with number of occurrence shall not be less than (5) five. After each occurrence the number of occurrence to be brought back to minimum of (5) five.

21.9 Cross liability

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer & Engineer as separately insured.

21.10 Accident or injury to work man

The employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the

Contractor or any Sub-contractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

21.11 Insurance against accident to work man

The Contractor shall insure against such liabilities and shall continue such insurance during the whole of the time that any persons are employed by him on the works, provided that in respect of any persons employed by any Sub-contractor, the Contractor's obligations to insure as aforesaid under this sub-clause shall be satisfied if the Sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Employer & Engineer are indemnified under the policy, but the Contractor shall require such Sub-contractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

21.12 Evidence and Terms of Insurance

The Contractor shall provide evidence to the Employer prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Employer, the Contractor shall notify the ENGINEER of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurances for which he is responsible with insures and in terms approved by the Employer.

21.13 Adequacy of Insurance

The Contractor shall notify the insurers of charges in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.

21.14 Remedy on Contractor's failure to insurance

If the Contractor fails to effect and keep in force any of the insurance required under the Contract, or fails to provide the policies to the Employer within the period required by clause 21.16 then and in any such case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose due or to become due to the Contractor, or recover the same as a debt due from the Contractor.

21.15 Compliance with policy conditions

In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the Contract shall indemnify the employer & Engineer all losses and claims arising from such failure.

21.16 Compliance with Statutes, regulations

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- a) Any National or State Statute, Ordinance, or other law, or any regulations, or bye-law of local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and
- b) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works.

and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the works to proceed and shall indemnify the Contractor in accordance with clause 6 22.3.

21.17 In all cases, the contractor shall indemnify the ENGINEER against all losses or damages, resulting directly from the contractor's failure to report in the manner aforesaid. This includes the penalties or fines, if any, payable by the owner as a consequence of failure to give notice under Workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accidents.

21.18 In the event of an accident in respect of which compensation may become payable by the contractor, such sum of money as may, in the opinion of the ENGINEER, be sufficient to meet such liability will be kept in deposit. On the receipt of award from the Labour Commissioner in regard to the quantum of compensation, the difference in the amount will be adjusted.

The contractor shall take a Contractors All Risk Insurance Policy (CAR) from the Govt. of Maharashtra approved Insurance company for the works and keep it in force throughout the work period. The CAR policy shall also cover accident that may occur to the vehicle plying on the adjoining bridge / approach road, cross road and slip roads etc.

22. WARNINGS AND BARRICADES

The contractor shall provide and maintain MS sheet barricades as per drawing, guards, guard rails, temporary bridges and walkways, watchmen, headlights and danger signals illuminated from sunset to sunrise and all other necessary appliances such as

blinkers, signals, red light and safeguards to protect the work, life, property, the public, excavations, equipment and materials. Barricades shall be substantial construction and shall be painted such as to increase their visibility at night. For any accident arising out of the neglect of above instructions, the contractor shall be bound to bear the expenses of defense of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to neglect of the above precautions & to pay all damages and costs 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 in compromising any claim by any such person.

23. ENGINEER'S STATUS DURING CONSTRUCTION AND AUTHORITY OF THE ENGINEER:

The ENGINEER shall have the authority to enforce compliance with the contract documents. On all questions relating to quantities, the acceptability of materials, equipment, or works, the adequacy of the performance of the work and the interpretation of the drawings and specifications, the decision of the ENGINEER shall be final and binding and shall be precedent to any condition under the contract agreement unless otherwise provided in the contract documents. The ENGINEER shall have the authority to stop / suspend the work or any part thereof as may be necessary to ensure the proper execution of the work, disapprove or reject the works which is defective, to require the uncovering and inspection or testing of the works to require re-examination of the works, to issue interpretations and clarifications, to order changes or alterations in the works, and other authority as provided elsewhere in the contract documents.

The ENGINEER shall not be liable for the results of any ruling, interpretation or decision rendered, or request, demand, instruction, or order issued by him in good faith. The contractor shall promptly comply with requests, demands, instructions and order from the ENGINEER.

The whole of the works shall be under the directions of the ENGINEER, whose decision shall be final, conclusive & binding on all parties to the contract, on all questions relating to the construction & meaning of plans, working drawings, sections & specifications connected with the work. The ENGINEER shall have the power & authority from time to time & at all times make and issue such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to the terms of specifications and the contractor shall receive, execute, obey and be bound by the same according to the true intent and meaning thereof; fully and effectually. ENGINEER may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any works or any portion of works executed or partially executed, to be removed, changed or altered and if needful,

may order that other works shall be substituted instead thereof and the difference of expenses occasioned by any such diminution or alteration so ordered and directed shall be deducted from or added to the amount of this contract.

In case the progress of the Contractor is found to be less than the programme given by him at any point of time and if the ENGINEER is convinced that the Contractor cannot execute the balance work within the balance period of time, a notice of 30 days will be issued to improve the progress. In case there is no improvement a further notice of seven days will be given and thereafter a part or whole of the work will be withdrawn from the Contractor and will be got done at the risk and cost of the Contractor. The right of ENGINEER in this respect shall be unquestionable. On expiry of the seven days notice, as above, the Contractor shall remove his materials, men, equipment, plant and management from the site, within seven days so that the new agency can take over immediately. Failing to this, the Employer will remove the aforesaid things at the risk and cost of the Contractor.

24. DUTIES OF ENGINEER'S REPRESENTATIVE

The Engineer's representative is the person notified by the Engineer to carry on his duties and obligation stated in this contract. The duties of the representative of the ENGINEER are to check, inspect and supervise the work and to get testing of any materials to be used or workmanship employed in connection with the works. He shall furnish the drawings and information to the contractor, approve the contractor's drawings recommend and approve the interim certificates and taking over certificates after thorough checking and inspection and recommend extra work required and extension of time.

Approval for or acceptance of any work or material or failure to disapprove any work or material by the representative of the ENGINEER shall not prejudice the power of the ENGINEER thereafter to disapprove such work or material and to order removal or modification thereof. If the contractor shall be dissatisfied with any decision of the representative of the ENGINEER, he shall be entitled to refer the matter to the technical committee headed by District Collector, who shall thereupon confirm, reverse or vary such decision.

25. DEFECTS AND RECTIFICATION

For period specified as the "Defect Liability and Maintenance Period of 365 days" for the work starts from the date of issuance of the completion certificate or issuance of completion certificate for the project work whichever is later in accordance with para "Final Inspection and Acceptance" contractor shall remain liable for any of the works or parts thereof or equipment and fittings supplied which in the opinion of the ENGINEER

fail to comply with the requirements of the contract or are in any way unsatisfactory or defective.

To the extent that the works and each part thereof shall at or as soon as practicable after the expiry of the above period be taken over by the ENGINEER in the condition required by the contract to the satisfaction of the ENGINEER. The contractor shall finish the work (if any) outstanding at the date of completion as soon as may be practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects imperfections, shrinkages or other faults as may during the period of maintenance or after its expiry be required of the contractor in writing by the ENGINEER as a result of an inspection made by or on behalf of the ENGINEER prior to the expiry of the period. All such work shall be carried out by the contractor at his own expenses if the necessity thereof shall in the opinion of the ENGINEER be due to the use of materials or to the neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If the contractor fails to do any such work as entitled to carry out such work in which the contractor should have carried out at the contractor's own cost, the ENGINEER shall be entitled to recover from the contractor the cost thereof or may deduct the same from the moneys that become due to the contractor. Notwithstanding the aforesaid, if the contractor remains in default, one calendar month after the ENGINEER has given written instructions in writing, the Security Deposit shall become payable to the Employer who will deduct the cost plus overhead expenses of such works as have been necessary to rectify the contractor's default and the balance, if any, shall be disbursed. The Contractor shall submit the operation and maintenance manual for the fruitful operation of the works. The Contractor will have to carry out the inspection as per given frequency in the contract and maintenance within a specified time as stated in the contract during the defect liability and Maintenance Period of 365 days and as stated in Schedule L of this document.

26. RIGHT TO WITHHOLD

The ENGINEER may refuse to approve to any payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved and paid to such extent as may be necessary in the opinion of the ENGINEER to protect him from loss because (a). The work is defective, (b) Third party claims have been filed or there is reasonable evidence indicating probable filing of such claims, (c) of the Contractor's failure to make payment properly to sub-contractors or for labour, materials or equipment, (d) of damage to another Contractor, or to the property of other caused by the Contractor, (e) of

reasonable doubt that the work cannot be completed for the unpaid balance of the contract price, (f) of reasonable indication that the work will not be completed within the contract time, (g) of the Contractor's neglect or unsatisfactory prosecution of the work including failure to clean up, (h) to carry out the duties and responsibilities during defect liability and Maintenance Period of 365 days. Once the reasons that enable or require the ENGINEER to withhold such payments are removed, payment will be made for amounts withheld because of them to the extent the contractor is entitled to.

27. FINAL INSPECTION AND ACCEPTANCE

Upon written notice from the contractor, that the entire work required by the contract documents is complete and that all submittals required by him are made, and after the Contractor has delivered the bonds, certificates of inspection, guarantees, warranties, releases and other documents, as required by the contract documents or by law, the ENGINEER will make a final inspection, and he will notify the Contractor in writing of any particulars in which this inspection reveals that the work is defective, and will also notify the Contractor in writing of any deficiencies in the submittals and the document required from him.

The Contractor shall promptly make such corrections as are necessary to remedy all defects or deficiencies. After the Contractor has completed any such corrections to the satisfaction of the owner, the ENGINEER will issue a written Taking-Over certificate of the work and file any notice and completion required by law or otherwise.

28. CONTINUING OBLIGATION OF THE CONTRACTOR

The Contractor's obligation to perform and complete the work in accordance with the contract documents is and shall be absolute. Neither the observation during construction and final inspection of the work by the ENGINEER, nor any payment to the Contractor under the Contract documents, nor any use or occupancy of the work or any part thereof by the ENGINEER, nor any act of acceptance of the defective work by the ENGINEER shall constitute acceptance of work not in accordance with the contract documents.

29. INCOME TAX AND WORK CONTRACT TAX

Income Tax and Work Contract Tax as applicable on gross value of each running account bill shall be deducted towards income tax and Work Contract Tax and a certificate to that extent shall be issued by EMPLOYER.

30. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of the acts of God and in particular unprecedented floods, volcanic eruptions,

earthquake or other conclusion of nature and other acts such as, but not restricted to, invasion, act of foreign countries, hostilities or warlike operations before or after declaration of war, rebellion, military or unsurpassed power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person, such as Earthquake of magnitude more than for which the structures are designed.

31. RECORDS AND MEASUREMENTS

The ENGINEER, shall except stated therein, determine by measurement the value in accordance with the contract of works done in accordance therewith.

All items having a financial value shall be entered in a measurement book, level book, computerized systems etc. as prescribed by the ENGINEER so that a complete record is obtained of all work performed under the contract. Measurements shall be checked & confirmed by the ENGINEER or his authorized representative and by the Contractor or his authorized representative. Before taking measurement of any work the ENGINEER or the person deputed by him for the purpose shall give reasonable notice to the contractor. If the contractor fails to attend or send an authorized representative for measurement after such notice or fails to countersign or record the objection within a week from the date of measurement, then in any such event measurements will be taken by the ENGINEER, or by the person deputed by him shall be taken to be correct measurements of the works and shall be binding on the contractor. There shall be absolutely no doubt regarding measurements, the contractor must know the departmental practices developed as per the manuals and standard specifications. The Contractor shall, without any extra charge, provide assistance with every appliance and other things necessary for measurements, such as levelling instruments (Auto setting), Total Station of approved make. The Total Station shall be made available by the Contractor from the beginning of the work till the completion of the work, along with tapes, staves, video cameras/camera, paints, brushes and required labour etc.

Measurements shall be signed and dated by both the parties each day (for taking measurement) on the site on completion of measurements. The Contractor shall take up still color photographs and video graphs at intervals during the execution of works so that a history of development and each activity of the project is maintained.

Set of dated photographs and video graphs, in three copies of each photographs, shall be submitted to the Engineer every month. This generation of record shall provide the used methodology of working and highlight the quality of material and workmanship. The cost of the said work shall be borne by the Contractor. It shall be the property of the PCNTDA and shall not be used for campaigning, advertising without the permission of the PCNTDA.

32. WRITTEN NOTICE

Written notice shall be deemed to have been duly served or delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice. The notice on the Fax Message/E-Mail shall be deemed to have been duly served. The address given in the contractor's tender on which all notices, letters & other communications to the contractor shall be mailed or delivered, except that said address may be changed by the Contractor by notifying the owner in writing. This shall not preclude the service of any notice, letter or other communication upon the Contractor personally.

33. USE OF COMPLETED PORTIONS

The owner shall have the right, upon written notice to the Contractor, to take possession or occupancy of, & use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired but such taking possession or occupancy and use shall not be deemed to waive of any requirement of the contract documents or a waiver or acceptance of any work not completed in accordance with the contract documents.

34. CLEANING UP

The contractor shall at all times during the work keep the site and premises, adjoining property and public property free from accumulations of waste materials, rubbish, and other debris resulting from the works, and at the completion of the work shall remove all waste materials, rubbish and debris from and about the site and premises as well as all tools, construction equipment and machinery and surplus materials, and shall leave the site and premises, clean, tidy and ready for occupancy by the owner. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the contract documents paved ways, parking areas and roadways disturbed by the construction shall be redone by filling the excavation, if any, by sand compacted material and bringing it to its original shape as directed and approved by the ENGINEER. No waste material shall be buried or disposed off on the owner's property unless so approved in writing by the Engineer. Before the Contractor applies for final inspection and acceptance of the work, all items of work shall be complete, ready to operate, and in a clean condition as determined by the ENGINEER. All slip roads and adjoining area must be kept free of metal / sand and to that extent regular sweeping of the road shall be done by the contractor at his cost.

35. OWNER'S RIGHT TO CLEAN UP

If the Contractor fails to satisfactorily clean up or if a dispute arises between the Contractors or in several Contractors as to their responsibility for cleaning up, the ENGINEER may get the same cleaned up and charge the cost thereof to the Contractor for his failure, as the ENGINEER shall determine to be just.

36. FOSSILS ETC

All fossils, coins, articles of value of antiquity and structures or other remains or things of geological or archaeological interest discovered on the site shall be deemed to be the property of the owner and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the ENGINEER of such discovery and carry out at the expenses of the ENGINEER's order as to the disposal of the same.

37. LABOUR RULES

The contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences.

The contractor shall have to comply with the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be breach of contract and the Employer, may in his discretion, cancel the contract, the Contractor shall also be liable, for any pecuniary liability arising on account of any violation of the provisions of this act, by him.

38. STATUTORY INCREASE IN DUTIES, TAXES ETC

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroy etc. including the tax leviable in respect of work contract under the provision of Maharashtra Sales Tax as transfer of property in goods involved in the execution of Work Contract Act 1985 and its further amendments (Maharashtra ACT XIX of 1985) to be paid by the Contractor.

Further EMPLOYER shall not honor any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroy, etc. as the same are inter-alia covered under the Price Variation Clause. At the time of quoting/bidding contractor should bear the above fact in mind.

39. INSPECTION, TESTING FEES

As specified in this document.

40. SITE TEST

The various works envisaged in the tender needs to be tested at site during/after completion of the individual work. This testing is to be done as per the standard procedure laid down in the relevant IRC / MORTH / I.S. or any other standard being followed. The detailed specification shall also be taken into consideration while carrying out the testing. The frequency and type of test on various material and completed item shall be as per MORTH specifications for road and bridge latest edition. The sub-work wise testing required is given in Note shall be as below, which is only indicative:

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41. IMPORT LICENSE AND PROCUREMENT OF IMPORTED MATERIALS

The Contractor shall quote for the indigenous equipment only, as far as possible for the work contracted. Foreign exchanges and import licenses, if any, required shall have to be arranged by the Contractor himself, independently. Delay in getting any material, will not be entertained for neither extension of time limit nor the risk of foreign exchange variation will be covered by the Employer.

43. DISCREPANCIES AND OMISSIONS

The tender drawings and specifications, shall be considered as complimentary and explanatory, of each other and together shall form the technical requirements and stipulations of tender documents. Detailed drawings shall have preference over small-scale drawings. Similarly, detailed specifications shall have preference over general specifications. Should any discrepancy arise as to the meaning, intent or interpretation of any specification or drawing the decision of the ENGINEER shall be final and binding on the Contractor.

44. NO INTEREST ON DUES

No interest shall be payable by the PCNTDA on amounts, due to contractors pending final settlement of claim. Further, no interest shall be payable by EMPLOYER on any delayed amount / payment. No interest shall be payable on security deposit or withheld amount.

50 Inauguration

The Contractor should make provisions for Inauguration ceremony. He should clean the site before ceremony. The contractor should provide for advertisement and invitation of Inauguration ceremony. Other provisions like temporary pandol, seating arrangement etc, as directed by Executive Engineer should be made. The contractor should also prepare and provide a granite or marble plaque, with such inscriptions, which are provided by or as directed by The Executive Engineer, PCNTDA