

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



**TENDER NOTICE NO : ENG/B- FOR 2020-21
TENDER NO : Services 01**

**DETAILS TENDER PAPER
(e-tender)**

NAME OF WORK: - Mechanized and manual daily cleaning of PCNTDA Administrative building including open premises and maintaining Garden (partly) etc for one year.

Estimate Cost	Rs.	41,19,249/-
Tender form Fee	Rs.	590/- (including GST)
Earnest Money Deposit	Rs.	41,200/-
Security Deposit	Rs.	82,400/-
Period of Work		12 Months

**Pimpri Chinchwad New Town Development
Authority New Administrative Building, Near
Akurdi Railway station, Pune-411 044
Tel :- 020-27652934 Fax : 020-27652935**

NAME OF WORK: - Mechanized and manual daily cleaning of PCNTDA Administrative building including open premises and maintaining Garden (partly) etc for one year.

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PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY,

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

Phone No. (020)-27652934/35 (Extn :- 1305/1405)

E -Tender Notice No. : Eng /B- FOR 2020-21

Online e - tenders for the following work are invited by the Chief Executive officer from the eligible contractors (Joint Venture not allowed.)

S N	Tendr No .	Name of work	Estimated cost (Rs.)	Earnest Money (Rs.)	Security Deposit (Rs)	Work Period (Months)	Cost of e- tender form fees. (Non/R only D Draft) (Rs).
1	Serv-01	Mechanized & manual daily cleaning of PCNTDA Administrative building including open premises and maintaining of Garden (partly) etc .	41,19,249/-	41,200/-	82,400/-	12 months	590/- (including GST)

E-tender time table

S N	Details	Start Date	Hrs.	End Date	Hrs
1	Publication of Tender		----	----	----
2	Document Download Start		10.00Hrs		16.00Hrs
3	Bid Submission Start		10.00Hrs		16.00Hrs
4	Prebid Meeting		----	----	----
5	Opening of bid (Technical Cover)		15.00Hrs	----	----

Note : All the payment towards EMD & Cost Of Tender Form will be done thru, e-payment gateway by using Net banking only. Bidders are using SB MOPS other banks Internet Banking are requested to make online payment 4 days in advance

Note:-

1. All eligible/interested contractors who want to participate in tendering process should compulsorily get enrolled on e-tendering portal [http : // mahatenders.gov.in](http://mahatenders.gov.in) in the appropriate category applicable to them.
2. **Contractor shall contact for details or any difficulties in submission of online tenders if any to : "The 24 x 7 Toll Free Telephonic Help Desk Nos. 0120-4200462 & 0120-4001002 Mobile no. 91-8826246593"**
3. It is compulsory for all participants to submit all documents online. Bids will not be accepted by hand or by post. In case of failure online offer will not be opened.
4. Right to reject any or all online bids of work without assigning any reasons thereof are reserved with PCNTDA.
5. Detailed terms and condition are displayed on portal,
6. Above Tender Notice is displayed on www.pcntda.org.in
7. The tender amount is without GST. GST shall be payable on the accepted contract value at prevailing rates separately by PCNTDA.

(Bansi Gawali)
Chief Executive Officer,
PCNTDA, Akurdi

Contractor

No . of Corrections

Executive Engineer

CHAPTER – I DETAILED TENDER NOTICE

Sealed percentage rate tenders in B-1 FORM are invited by PCNTDA, PUNE-44 from the eligible contractors (Joint venture not allowed.), Unregistered contractors may quote tender, provided they fulfill the eligibility criteria mentioned in the Tender.

1. NAME OF WORK: - Mechanized and manual daily cleaning of PCNTDA Administrative building including open premises and maintaining Garden (partly) etc.

2. ESTIMATED COST PUT TO TENDER: Rs. 41,19,249/-

3. COST OF BLANK TENDER FORM : RS. 590/- (including GST)

Tender Forms can be purchased from the e-Tendering Portal, "<http://mahatenders.gov.in>" or after paying Tender Fees via online mode as per the **Tender Schedule**. Tender form, conditions of contract, specifications and contract drawings can be downloaded from the e-Tendering portal "<http://mahatenders.gov.in>" or after entering the details, payment of Rs. **590/- (including GST)** should be paid online using payment gateway. The fees of tender document will be non refundable. Further information regarding the work can be obtained from the above office.

4. EARNEST MONEY DEPOSIT (EMD) –

(a) The Earnest Money shall be paid by net banking payment gateway system by using digital registration key .

(b) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise on expiry of the validity period whichever is earlier. In case of successful tenderer, it will be refunded/adjusted on his paying initial Security Deposit and completing the tender documents.

(c) Tender of those who do not deposit earnest money shall be summarily rejected.

(d) If successful tenderer does not pay the security deposit in the prescribed time limit and completing the tender documents and agreement, his earnest money deposit will be forfeited.

5. a) Performance Security

i. Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of Two percent (2%) of the Contract Price, for the period of 30 days after the completion of work.

ii. The performance security shall be either in the form of a Bank Guarantee or Demand Draft of entire amount of 2% of contract price, in the name of the Employer, from a Nationalised or Scheduled Bank payable in PCMC area

iii. Failure of the successful bidder to comply with the requirement of sub-clause 5.a-i shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

b) Additional Performance Security:

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 Additional 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.)

Note:-

- 1) If the Additional Performance Security of Demand Draft amount below Rs.1000/- then Demand Draft should be at least for Rs. 1000/-
- 2) Submit the Demand Draft of the cumulative amount which should be rounded upto two decimal points.
- 3) The date of submission of hard copy shall not be extended at any cost and the tender will be rejected if Additional Performance Security is not be submitted within 8 days from the date of financial opening
- 4) If the first lowest bidder fails to submit Additional Performance Security Deposit in stipulated time i.e. 8 days from the opening of financial bid then L-2 bidder will be communicated in writing and negotiated if he agrees to do the work at the same rate lower than the offer of L-1 bidder his tender will be accepted.
- 5) Such Demand Draft shall be strictly issued only by the Nationalized Bank or Scheduled Bank in favour of the Chief Executive Officer, PCNTDA. Valid For three Months
- 6) The Demand Draft should bear the MICR and IFSC Code Number of the issuing bank.
- 7) If it is found that the Demand Draft as above submitted by the bidder is False / Forged then the Earnest Money submitted by such bidder shall be forfeited. And such bidders will not be permitted in future to bid for any works published by PCNTDA for open bidding.
- 8) The work order to the successful contractor shall be issued only after the encashment of his Demand draft by the concerned Executive Engineer.

c) Retention

1. The Employer shall retain from each payment due to the Contract or the proportion stated in the memorandum until Completion of the whole of the Works.
2. On Completion of the whole of the Works total amount retained is repaid to the Contractor after contract Period has passed and the Engineer has certified that all the works completed as per specification of contract document.

6. TIME LIMIT FOR COMPLETION OF WORK

The time limit for this work will be **12 Months** and will be counted from the date of issue of work order. If the performance of the contractor is found to be satisfactory the time limit may be extended to additional months with the rates agreed for initial 12 months.

The time limit may be further extended by 12 months with the consent of both parties if the services are found satisfactorily.

7. PRE-TENDER CONFERENCE

(a) Deleted

b) Deleted

c) The tender submitted by the tenderer shall be strictly as per NIT and Corrigendum/ Addendum issued by the *Chief Executive Officer*. The tender offer shall be unconditional.

Conditional tenders/offers will be summarily rejected.

(d) All tenderers are cautioned that the tender containing any deviations from the contractual terms and conditions, specifications, or other requirements will be rejected as non-responsive.

8. ELIGIBILITY OF BIDDER

1. Scanned copies of online Receipts of Payments towards Tender Form fee and EMD
2. **Details of Tenderer's PAN No.** and complete postal address with Pin Code and telephone Numbers.
3. Scanned Copies of GST Registration.
4. The Bidder should meet the eligibility criteria for financial capability specified below :-
The average annual turnover during last three financial years 2016-17, 2017-18, 2018-19 should **not be less than 75% of estimated cost put in this tender for this work.** Certificate from chartered accountant shall be attached.
5. Joint Venture is not allowed. Unregistered contractors may quote this tender, provided they fulfill the eligibility criteria mentioned in the Tender. They should submit the copy of Shop Act License Or Copy of Registration under Company Act
6. Eligibility Criteria for Technical Experience for Bidder :- The Bidder should demonstrate having successfully completed single work (for one year period) of Mechanized & Manual Cleaning job of minimum area of 150000 sqft in Central Government / State Government / semi Government / Corporate sector etc. after 1st April 2015 to last date of submission of tender. The Experience certificate should be issued by the rank of Executive Engineer in government case and for corporate sector, certificate issued by HRD Manager. Definition of similar work is as Mechanized & Manual Cleaning. (The bidder has to submit the work done certificate from competent authority.)
7. The Machinery as mentioned in Annexure-III shall be owned by the Bidder. Bidder must submit Purchase Invoices of machines mentioned in Annexure-III as a proof of ownership. This should be submitted in Envelope No . 1. In case of Eligibility Criteria the client can ask for additional information, if needed.
8. Educational qualification of the Supervisor as mentioned in Annexure-III should be at least Graduate with minimum one year experience in the field of House keeping. Scanned copy of experience And Qualification of Supervisor should be submitted in Envelope No . 1
9. The bidder should submit methodology of work separately for building interior and separately for glass facade exterior surface of building along with the feed back reporting system in Envelop No. 1
10. The bidder must submit scanned copy returns of Provident Fund and ESIC (Employees State Insurance Corporation) for year, 2016-17, 2017-18 and 2018-19
11. Last 3 years (2016-17, 2017-18, 2018-19 IT Returns and Balance Sheet Copies.

9. ONLINE ENVELOPE NO. 1 : (Documents)

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

- 1) Scanned copies of online Receipts of Payments towards Tender Form fee and EMD
- 2) Scanned copy of **Details of Renderer's PAN No.** and complete postal address with Pin Code and telephone Numbers.
- 3) Scanned Copies of GST Registration.
- 4) Scanned copy of turnover certificate, the average annual turnover during last three financial years 2016-17, 2017-18, 2018-19 should **not be less than 75% of estimated cost put in this tender for this work.** Certificate from chartered accountant shall be attached.

- 5) Unregistered contractors may quote this tender, provided they fulfill the eligibility criteria mentioned in the Tender. They should submit the Scanned copy of Shop Act License Or Copy of Registration under Company Act in envelope no.1.
- 6) Scanned copy Eligibility Criteria for Technical Experience for Bidder :- The Bidder should demonstrate having successfully completed single work (for two years period) of Mechanized & Manual Cleaning job of minimum area of 150000 sqft in Central Government / State Government / semi Government / Corporate sector etc. after 1st April 2015 to last date of submission of tender.
Definition of similar work should be mentioned as Mechanized & Manual Cleaning.
(The bidder has to submit the work done certificate from competent authority.)
- 7) Scanned copy of the Machinery as mentioned in Annexure-III shall be owned by the Bidder. Bidder must submit Purchase Invoices of machines mentioned in Annexure-III as a proof of ownership. This should be submitted in Envelope No . 1. In case of Eligibility Criteria the client can ask for additional information, if needed.
- 8) Scanned copy of the educational qualification of The Supervisor as mentioned in Annexure- III. Should be at least Graduate with minimum one year experience in the field of House keeping.
- 9) Scanned copy of methodology of work separately for building interior and separately for glass fasad exterior surface of building. should be submitted in Envelop No. 1
- 10) The bidder must submit scanned copy returns of Provident Fund and ESIC (Employees State Insurance Corporation) for the year 2016-17, 2017-18 and 2018-19
- 11) Labour welfare fund payments Certificate
- 12) Registration of Professional Tax payments
- 13) Last 3 years(2016-17, 2017-18, 2018-19 IT Returns Copies.
- 14) Labour License Certificate

ii) ONLINE ENVELOPE No.2 TENDER (FINANCIAL BID)

- a) The second online envelope "Envelope No.2" shall contain the offer and`
- b) 'ADDITIONAL PERFORMANCE SECURITY' (scanned copy) payable in favour of Chief Executive Officer, PCNTDA Akurdi in the form of Demand Draft shall be submitted into envelope no. 2. with 'e'-tender.

10. Post-Qualification

Bidders satisfying the above criteria shall be declared as post-qualified and considered for the further process of the bid. PCNTDA will reserve the right to qualify or disqualify bidders and open envelope no. 2.

11. Validity of terms of the BID

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

12. POWER OF ATTORNEY:

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

13. ENQUIRIES

Clarifications, if any, can be sought from:

Chief Executive Officer

Pimpri Chinchwad New Town Development Authority

New Administrative Building, Near Akurdi Railway station,

Pune-411 044

Maharashtra State INDIA

14. ONE BID PER BIDDER

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

15. COST OF BIDDING

The tenderer shall bear all costs associated with the preparation and submission of the bid and PCNTDA will in no case, be responsible and liable for those costs.

16. SITE VISIT

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

17. OPENING OF TENDER

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

(A) ENVELOPE No.1 :- (Documents)

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

(B) ENVELOPE No.2: (Financial Bid)

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

18. RIGHT RESERVED :-

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

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

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

19. The court of jurisdiction for this work is Pune and Pimpri Chinchwad.

CHAPTER – II

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

Unless excluded by or repugnant to the context.

- a) The expression “**PCNTDA**” as used in the tender papers shall mean the Pimpri Chinchwad New Town Development Authority.
- b) The expression “**Department**” as used in the tender papers shall mean Pimpri Chinchwad New Town Dev. Authority, Nigdi.
- c) The expression “**Chief Executive Officer**” as used anywhere in the tender papers shall mean “Chief Executive Officer” of the Pimpri Chinchwad New Town Development Authority, Akurdi Pune 411044. 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.
- d) The expression “**plant and equipment**” as used in the tender papers shall mean every necessary machinery to execute the work as directed by the Engineer In-Charge.
- e) “**Drawing**” shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Chief Executive Officer.
- f) “**Engineer-in-charge/Engineer**” of the work shall mean the ‘Executive Engineer’ appointed by PCNTDA.
- g) “**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. i.e. Executive Engineer or Deputy Engineer.
- h) The “**Site**” shall mean the premises of Administrative office under in or through which the work is to be executed under the contract including any other Lands or place, which may be allotted by Pimpri Chinchwad New Town Dev. Authority or used for the purpose of contract.
 - i) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
 - j) The “**Contract**” shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, priced schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- k) The “**Contractor**” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
 - l) The “**Contract sum**” / “**Contract price**” shall mean the sum for which the tender is accepted.
- m) The “**Contract time**” means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- n) A “**Day**” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- o) A “**month**” shall mean a calendar month.
- p) A “**week**” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.

- q) **“Excepted Risks”** are risks due to riots (otherwise than among contractor’s employees) and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- r) **“Temporary works”** shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- s) **“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.
- t) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.
- u) Wherever there is mention of **“Schedule of rates”** or simply DSR or Schedule Rates in this tender it will be taken to mean as “The schedule of rate of Pune Public works Divisions, Pune under Pune P.W. Circle.
- v) **“PMC”** shall mean the Project Management Consultant appointed by PCNTDA for construction supervision of project, management of project and monitoring the work. The PMC shall be Engineer whenever specified. **Deleted**
- w) A **“Language”** Correspondence language should be only Marathi & English.
- x) Architect – **Deleted**

2. **LINE OUT - Deleted**

3. **PROGRAMME AND PROGRESS SCHEDULE**

The Contractor should prepare programme of work which strictly adheres to frequency of maintenance given in the tender and get it sanctioned from Enginner Incharge.

4. **INTENT AND INTERPRETATION OF CONTRACT DOCUMENTS**

4.1 The contract documents are complementary and what is called for by one is as binding as if called for by all. Any work that may be reasonably inferred from the drawings or specifications as being required to produce the intended result shall be provided by the contractor whether or not it is specifically called for.

The contractor shall furnish and pay for all labour, supervision, materials, equipment, transportation, construction, equipment and machinery tools, appliances, water, fuel, power, energy, light, heat, utilities, telephone, storage, protections, safety provisions, and all other facilities, services and incidentals of any nature whatsoever necessary for the satisfactory and acceptable execution, testing, initial operation (two months) and completion of the work in accordance with the contract documents, ready for use and operation by the owner. These arrangements shall be deemed to be included in the contract offer and no separate payment shall be admissible therefore. **The cost of water and electricity shall be borne by the client.**

4.2 **Interpretations**

Written clarifications or interpretations necessary for the proper execution or progress of the work, in the form of drawings or otherwise will be issued with reasonable promptness by the Engineer and in accordance with any schedule agreed upon. Such clarifications or interpretations shall be consistent with or reasonably inferable from the intent of the contract documents and shall become a part thereof. Where, there is a discrepancy between the drawings and the specifications, the contractor shall obtain the Engineer's interpretation, which shall be binding on the Contractor.

4.3 **Drawings - Deleted**

4.3.1 **Signed Drawings - Deleted**

4.3.2 **Technical Words**

Work, materials or equipment described in works, which so applied, have a well-known trade or technical meaning shall be deemed to refer to such recognized meanings.

4.3.3. **Mistakes in Drawings - Deleted**

4.3.4 The work specified in this contract shall include all general work, preparatory to the construction. and any kind of work necessary for the due and satisfactory construction and completion of the proposed work.

4.3.5 **Deleted**

4.3.6 **Deleted**

5. **LAND, CONDITIONS AND LAYOUT**

5.1 **Deleted**

5.2 **Sub-Surface Conditions- Deleted**

5.3 **Line out of the Work - Deleted**

5.3.1 **Surveys and Measurements - Deleted**

5.3.2 **Contractor's Verification - Deleted**

5.3.3 **Site Office, Laboratory & Facility to Field Staff (for each contract with PCNTDA) - Deleted**

5.3.4 **Laboratory & Related Requirement - Deleted**

5.4: **Provision of software and allied tools: 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 cease to be under any obligations under the contract.

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 hold the owner and the Engineer harmless 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, maintenance of the work & during defect liability period.

7. **SUPERVISION AND SUPERINTENDENCE**

7.1 **Contractor's Supervision**

The Contractor shall supervise and direct the works efficiently and with his best skill and attention. He shall be solely responsible for means, methods, techniques, procedures and 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 and variation orders as the Engineer may issue during the progress of the works and quality specified in contract document or relevant codes.

7.2 **Resident Engineer – Deleted**

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.

9. OVERLOADING

No part of the work or new and existing structures, scaffolding, shoring, sheeting, construction machinery and equipment, or other permanent and temporary facilities shall be loaded more than its capacity. The Contractor shall bear the cost of correcting damage caused by loading or abnormal stresses or pressures.

10. USE OF EXPLOSIVES

Blasting is not permitted on this work.

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 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 and project markers, sign structures, conduits, pipelines and 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 – Deleted

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.

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.

14.2.2 **Deleted**

15. **MATERIALS AND EQUIPMENT**

All materials and equipment incorporated in the work shall be new and of best quality. Materials and equipment not covered by detailed requirements in the contract documents shall be of the best commercial quality suitable for the purpose intended and approved by the owner prior to use in the work. All materials shall be got tested from laboratory and got approved from Engineer-in-charge.

15.1 **Optional Materials Deleted**

16. **USE OF APPROVED SUBSTITUTIONS OR EQUALS: Deleted**

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 : **Deleted**

18. Taxes

(a) All duties, taxes (except GST), royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder. The estimated cost put to tender does not include GST applicable to Government Contract. GST tax regime being new transformation in direct taxes system; it is likely that the prevailing tax rate percentage may undergo changes during contract period. The contractor will be paid for the GST at prevailing percentage as applicable based on Government of India notifications (applicable to Government contracts) over and above the amount payable as per the accepted contract price on bill to bill basis.

(b) After the work order and at the time of passing the Monthly RA Bills , the Contractor shall be submit the details of List of workmen , and payment made towards the ESI, PF etc.(ECR Copy which submitted to concerned offices.)

19. **BURIED AND CONCEALED WORK**

The contractor shall provide a record of 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 PCNTDA.

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-in-charge 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.

ii) 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 Department and all plant and machinery, equipment, tools etc. belonging to him without 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 & EMERGENCIES & 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 in PCNTDA 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:

- a) 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, &

b) The Contractor shall take full responsibility for the care of any outstanding works and material and plant for in PCNTDA 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 in PCNTDA 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 period.

21.4 Scope of Cover

Deleted

21.5 Responsibility for amount not recovered

Any amounts not insured or not recovered from the insures shall be borne by the Contractor in accordance with their responsibilities under Clause – 21.3.

21.6 Exclusions

- i. There shall be no obligation for the insurance in to include loss or damage cause by (accepted risk)
- ii. War, hostilities (whether was be declared or not), invasion, act of foreign enemies,
- iii. Rebellion, revolution, insurrection, or military or usurped power, or civil war,
- iv. 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
- v. Pressure waves cause by aircraft or other aerial devices traveling at sonic or supersonic speeds.

21.7 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–21.1.

21.8 Third party insurance including employers property

21.9 Minimum amount of insurance Deleted

21.10 Cross liability

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

21.11 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 is respect thereof or in relation thereto.

21.12 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 the 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 & PMC 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.

21.13 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 is in effect 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 insurers and in terms approved by the Employer.

21.14 Adequacy of Insurance

The Contractor shall notify the insurers of charges in the nature, extent or program 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.

21.15 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. It is not mandatory on the employer to procure insurance on part of contractor or his negligence. In case no such insurance is procured, the liability of compensation will be of the contractor.

21.16 Compliance with policy conditions

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

21.17 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 – 22.3.

21.18 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.

21.19 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.

22. WARNINGS AND BARRICADES

The contractor shall provide and maintain G.I. sheet, barricades, 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 and 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 & 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 and binding on all parties to the contract, on all questions relating to the construction and meaning of plans, working drawings, sections and specifications connected with the work. The Engineer shall have the power and authority from time to time and 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 program given by him at any point of time and if the Engineer is convinced that the balance work cannot be executed within the balance period of time by the Contractor, 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, equipments, plant and management from the site, within seven days so that the new agency can take over immediately. Failing to this, the PCNTDA will remove the aforesaid things at the risk and cost of the Contractor.

24. DUTIES OF ENGINEER'S REPRESENTATIVE

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 Engineer, who shall thereupon confirm, reverse or vary such decision.

25. DEFECTS AND RECTIFICATION

For period specified as the "Defect Liability Period" for the work from the date of issuance of the completion certificate 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 Pimpri Chinchwad New Town Dev. Authority 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 a liberty to visit the operating works during the defect liability period and satisfy himself about the on-going operations in case he do not visit and a defect is observed then the Engineer's opinion shall be final and binding as to the application of defect liability.

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. Once the reasons that enables 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, & will also notify the Contractor in writing of any deficiencies in the submittals & 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 completion certificate of the work and file any notice and completion required by law or otherwise.

28. CONTINING 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 PCNTDA.

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- Deleted

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 PCNTDA 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- Deleted

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-in-Charge. 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 Contractor 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 - Deleted

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 Chief Executive Officer, 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.

The Contractor shall pay wages to the workers not less than as per the provision of minimum wages act. He shall also make necessary payment of EPF and ESIC and submit proof of the same every month to PCNTDA.

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, octroi 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 **PCNTDA** shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, 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 - Deleted

40. SITE TEST

The various works envisaged in the tender needs to be tested at site during or in a lab approved by Executive Engineer, PCNTDA/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.

41. IMPORT LICENSE AND PROCUREMENT OF IMPORTED MATERIALS- Deleted

42. MACHINERY REQUIRED

All machinery required for carried out work shall be arranged by the Contractor.

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- in-charge shall be final and binding on the Contractor.

44. PRICE VARIATION - Deleted

45. 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 **PCNTDA** on any delayed amount / payment. No interest shall be payable on security deposit or withheld amount.

46. EXTERA ITEMS OF WORK THAT MAY CROP-UP DURING EXECUTION OF WORK – Deleted

47. ARBITRATION

In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the disputes resolving committee shall be final and binding on the contractor. Disputes resolving committee shall be comprising of CAFO, Executive Engineer and CEO of **PCNTDA**,

Arbitration is allowed the PCNTDA and contractor shall mutually agree to appoint sole Arbitrator. Retired Chief Engineer/ Retired Secretary of PWD will be appointed as Arbitrator.

48 Subletting of total / partial work:

Subletting of total / partial work is prohibited. PCNTDA shall take action under relevant clauses in the contract when the contractor has sub-letted total / partial work.

49 Inauguration – Deleted

50 If the Contractor unilaterally stops the cleaning work without written information and prior approval of Executive Engineer, then a penalty of Rs. 25000/- Per day shall be levied on the contractor from his due bills. If such confirmed stoppage exceeds 5 days it shall be treated as material breach of contract and the contract shall be terminated by the PCNTDA in this case the PCNTDA will impose liquidated damages and same shall be deducted form due bills and security deposits. Action will be proposed as per conditions of contract clause 3

CHAPTER – III

‘DECLARATION BY THE CONTRACTOR’

I / We hereby declare after visiting the work site that I / We have made myself / ourselves thoroughly conversant with the work site, local conditions regarding all cleaning materials, manuars for garden, equipments, machinery and labour on which I / We have based my / our Lumpsum offer for this tender. The specifications and leads, lifts on this work have been carefully studied we also know the estimated cost mentioned in Tender i.e. Rs. 41,19,249/- is lumpsum amount inclusive of all taxes for one year period for the scope mentioned in the tender document of work and it is understood before submitting this tender. The tender amount is without GST. GST shall be payable on the accepted contract value at prevailing rates separately by PCNTDA. I / We undertake to perform best mechanized and manual cleaning work and And Part Portion of Garden maintenance we use only the best materials approved by PCNTDA competent authority or his duly authorised representative during execution of the work and to abide by the decisions. I / We am / are fully responsible for quality of mechanized and manual cleaning work and Part Portion of Garden maintenance work. I have made myself / our selves very clear that the quantities given in the tender are indicative and only for the purpose of reference. I have made myself / our selves clear that this is a lump sum contract and I / We shall not claim for any variation in the quantity given in the tender document.

Signature of Contractor

FORMAT OF THE COVERING LETTER

(The Covering Letter is to be submitted by the Bidder along with the Proposal for Post-Qualification) to be enclosed in envelope no 1.

To,
**The Chief Executive Officer
Pimpri Chinchwad New Town Development Authority
New Administrative Building, Near Akurdi Railway Station,
Akurdi- 411 044, Maharashtra State
INDIA**

Date:

Place:

Dear Sir,

Sub: (Name of work of this tender)

Please find enclosed original & attested copy of our *Proposal for Post-Qualification & offer*.

We hereby confirm the following:

1. The *Proposal for Post-Qualification along with offer* is being submitted by _____ (name of the Bidder) who is the Bidder in accordance with the conditions stipulated in the BID.
2. We _____ (name of the Bidder), as the Bidder would be responsible for tying up the entire financing required for the Project.
3. We have examined in detail and have understood, and abide by, all the terms and conditions stipulated in the BID document issued by PCNTDA and in any subsequent communication sent by PCNTDA.
4. The information submitted is complete, is strictly as per the requirements as stipulated in the BID, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in offer.
5. A Power of Attorney from the Bidder authorizing the undersigned as the Authorised Signatory and Contact Person who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc., in respect of the Project is included as a part of the Proposal.
6. We hereby confirm that the offer shall remain valid for a period of 120 days from the last date of submission.
7. We hereby accept that PCNTDA reserves the right to accept and/ or reject any or all bids.

For and on behalf of :
Signature :

(Authorised Signatory)

Name of the Person :

Designation :

FORM B - 1

PERCENTAGE RATE TENDER AND CONTRACT OF WORK

PIMPRI CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY ENGINEERING DEPARTMENT

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS.

1. All works proposed to be executed by contract shall be notified in the form of invitation to tender pasted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether a refund of a quarry fees, royalties, dues and ground rents will be granted. Copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the PCNTDA, such specifications with designs and drawings shall form part of the accepted *tender*.

2. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
 - (i) The contractor shall pay along-with the tender the sum of **Rs.41,200 /- (Rupees Forty One Thousand Two Hundred Only)** as and by way of earnest money. The contractor may pay the said amount in the form of Cash or Demand Draft. The said amount of earnest money shall not carry any interest what so ever.
 - (ii) In the event of his tender being accepted, subject to the provisions of sub-clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions General Conditions of Contract.
 - (iii) If, after submitting the tender, the contractor withdraw his offer, or modifies the same, or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights and powers of the PCNTDA, hereunder, or in law. PCNTDA shall be entitled to forfeit the full amount of the earnest money deposited by him.
 - (iv) In the event of his tender not being accepted, the amount of earnest money deposited by the contractor shall unless it is prior thereto forfeited under the provisions of sub-clause (iii) above, be refunded to him after deciding about the acceptance or other wise of tender or on expiry of validity period whichever is earlier.

3. Any person who submits a tender shall fill up usual oriented form stating at what percentage above or below the amount specified in Schedule 'B' (Memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the Estimated Rates/Schedule rates shall be named. Tenders which propose any alteration in -the works specified in the same form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, of any sort will be liable to rejection. No printed 'forms of tender shall include a tender for more than one work, but if contractor who wish to tender two or more-works, they shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.
4. The Chief Executive Officer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tender's or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement' in a suitable form. In the event of a tender being accepted, (he contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in rule 1. In the event of tender being rejected, the Chief Executive Officer shall authorised the PCNTDA officer concerned to refund the amount, of the earnest money deposited, to the contractor marking the tender, on his giving a receipt for the return of the money.
5. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
6. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid & binding on PCNTDA unless it is signed by the Executive Engineer or other appropriate Officer of PCNTDA
7. The memorandum of work to be tendered for and the schedule of materials to be supplied by the PCNTDA and their rates shall be filled in any completed by the office of the Chief Executive Officer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.
8. All work shall be measured net by standard measure and according to the rules and customs of the Public Works Department and MoRT&H specifications without reference to any local custom.
9. Under no circumstances shall any contractor be entitled to claim enchanced rates for items in this contract.
Every registered contractor should produce along-with his tender certificate of registration as approved contractor in the appropriate class and renewal of such registration with date of expiry.
10. All corrections and additions or pasted slips should be initial led.
11. The measurements of work will be taken methods in use in the Public Works Department and MoRT&H specifications adopt alternative methods will be accepted. The Chief Executive Officer's decision as to what is the usual method in Department will *he* final.
12. The tendering Contractor shall furnish a declaration along-with the tender showing all works for which he has already entered into contract and the value of the work that remains to be executed in each case on the date of submitting the tender.
13. Every - tenderer shall furnish along with the tender, information regarding the Income-Tax Circle or ward of the District in which he is assessed to income-tax.
14. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the PCNTDA for the purchase of plant and machinery required for the execution of the work contracted for.

15. **Deleted**
16. The contractor shall comply with the provision of 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 the contract and the Chief Executive Officer, may in his discretion cancel the contract. The contractor shall also be liable for pecuniary liability arising on account of any violation by him of the provisions of the Act.
17. The scaffolding arrangement required for **cleaning of external face of building i.e. ACP, Glass cladding, windows, Louvers, skylights etc.**, shall be done by the contractor and cost towards such scaffolding shall be deemed to be including in the rate offered by contractor no extra payment shall be made towards erection or scaffolding, the maximum vertical height is 33 mtrs above ground level.

TENDER FOR WORKS

I/We hereby tender for the work of **Mechanized and manual daily cleaning of PCNTDA Administrative building including open premises and maintaining Garden (partly) etc for one year** for the PIMPRI CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY (here-in before and here-in after referred to as PCNTDA) of the work specified in the under written memorandum within the time specified in such memorandum at _____ per cent below / above the estimated cost of work considering the estimated cost mentioned in tender is a lumpsum amount inclusive of all taxes for one year period and scope mentioned in tender document. I understood that, The tender amount is without GST. GST shall be payable on the accepted contract value at prevailing rates separately by PCNTDA.

(In figures as well as in words)

MEMORANDUM

a) *Name of work* **a) Mechanized and manual daily cleaning of PCNTDA Administrative building including open premises and maintaining Garden (partly) etc for one year.**

b) *Tender Cost:* Rs. 41,19,249/-

c) *The amount of earnest money to be deposited* Rs . 41,200/-

d) *Security Deposit* **Security Deposit of Rs. 2% of Estimated Cost or Accepted tender cost whichever is greater**

e) *The contractor should deposit 2 percent amount of estimated cost or accepted cost whichever is greater as a performance security in the form of Bank guarantee or Demand Draft of any nationalized or scheduled bank*

f) *Give schedule where necessary showing dates by which the various items are to be completed* f) *Time allowed for the work from date of written order to commence.*
12 Calendar month

g) *Retention Money* **The proportion of payments retained (retention money) shall be 6% from each bill subject to a maximum of 5% of final contract price [Clause 5(c)]**

3. I/We agree that the offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening the same thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A. D. or otherwise delivered at the office of such authority, Demand Draft No. _____ and date _____ in respect of the sum of Rs. _____ in words (Rupees _____) only representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the PCNTDA should I/We fail to (i) abide by the stipulation to keep the offer open for (he period mentioned above or (ii) sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified it item (d) of the memorandum contained in paragraph (I)

Amount to be specified in words and figures.

above within the time limit laid down in clause (1) of the annexed General Conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us If so desired by me/us in writing, unless the same or any part there of has been forfeited as aforesaid.

4. Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default there of to forfeit and pay to PCNTDA, the sums of money mentioned in the said conditions.

The earnest money (a) the full value of which is to be absolutely forfeited to PCNTDA if & I/We should not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause I (A) of the said conditions, otherwise the said sum of Rs _____/- shall be refunded.

**Signature
Contractor before Submission of tender**

Address :

Dated the _____ day of 2020

Signature of Witness Contractor's Signature

(Witness)

Address :

(Occupation)

I for and on behalf of the PIMPRI CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY hereby accept the above tender.

Chief Executive Officer

Division (or his duly

Dated _____ day of _____ 2020

authorised Assistant

CHAPTER – IV

CONDITIONS OF CONTRACT

Clause – 1 Person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs executors, administrators and assigns) shall (A) within 8 days (which may be extended by the Chief Executive Officer concerned upto 15 days, if the Chief Executive Officer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in Demand Draft pledged in the name of the PCNTDA Payable at Pune any Nationalized / Scheduled Bank Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case if the sum so deposited shall not amount to 2 percent of the total estimated cost of the work, it shall be lawful, for PCNTDA at the time of making any payment to the contractor for work done under the contract C to Y make up the full amount of 4 percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to PCNTDA under the terms of his contract may be deducted from, or paid by the sale of sufficient part of the security deposit or from the interest arising there from, or from any sums which may be due or may become due by PCNTDA to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter, make good in cash or Demand Draft pledged to PCNTDA as aforesaid any sum of sums which may have been deducted from or raised by sale of security deposit or any part thereof. The Security Deposit referred to when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid the tender / contract already accepted shall be considered as cancelled any legal steps taken against the contractor for recovery of the amounts. The amount of the Security deposit lodged by a contractor shall be refunded after the date upto which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period upto which the contractor has agreed to maintain the work in good order, then, subject to provisions of Clause 17 and 20 hereof the amount of security deposit retained by PCNTDA shall be forfeited without any notice.

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Chief Executive Officer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tenderer for every day that the work remains uncommenced, or unfinished after the proper dates, And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any 'work exceeds one

Clause – 2

Compensation for delay

$\frac{1}{4}$ of the work in $\frac{1}{4}$ of the time
 $\frac{2}{5}$ of the work in $\frac{2}{3}$ of the time
 $\frac{3}{4}$ of the work in $\frac{3}{4}$ of the time

and full work should be completed in (12) Calendar months.

NOTE: The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by (he Officer competent to accept the contracts after taking into consideration the circumstances of each case and abide by the programme of detailed progress laid down by the Executive Engineer.

In the event of the contractor falling to comply with this conditions he shall be liable to pay as compensation, an amount equal to one per cent or such smaller amount as the Chief Executive Officer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete paid under the provisions of this clause shall not exceed 10 percent of estimated cost of the final authority in this respect, irrespective the fact that the tender is accepted by the Chief Executive Officer.

**Clause-3
Action when
whole of
Security
Deposit is
forfeited**

In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit whether paid in one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause the Chief Executive Officer, on behalf of the PCNTDA, shall have power to adopt any of the following courses, as he may deem best suited to the interest of PCNTDA.

- a) To rescind the contract (for which rescission notice in writing to the contractor under the hand of Chief Executive Officer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of PCNTDA.
- b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

c) i) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

ii) In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to the clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors the amount of excess shall be deducted from any money due to the contractor, by PCNTDA under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided; however that the contractor shall have to claim against PCNTDA even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses, (a), (b) or (c) is adopted by the Chief Executive Officer, the contractor shall have no claim to compensation for any loss sustained by him reason of his having purchased or procured any materials, or made any advance on account of or with a view to the execution of the work or the performance of the contract.

**Clause-4
Action
when the
progress
of any
particular
portion of
the work is
unsatisfact
ory**

If the progress of any particular portion of the work is unsatisfactory, the Chief Executive Officer shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause-2, be entitled to take action under clause 3(b) / 3(c) after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Clause-5
Contractor
remains
liable to
pay
compensat
ion if
action not
taken
under
Clause-3
and 4
Power to
take
possessio
n of or
require
removal of
or sell
Contractor
's plant.

case in which any of the powers conferred upon the Chief Executive Officer by Clauses-3 and 4 shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waiving of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Chief Executive Officer taking action under sub-clause (a) or (c) of clause-3, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative, the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools and plant, materials or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the Contractor's expenses or sell them by auction or private sale on account of the Contractor and at his risk, in all respects, and the certificate of the Executive Engineer as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Clause-6
Extension
of time

contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Executive Engineer / Chief Executive Officer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer, or in the opinion of Executive Engineer / Chief Executive Officer as the case may be if in his opinion, there were reasonable ground for granting an extension, grant such extension as he thinks necessary or proper, the decision of the Chief Executive Officer in this matter shall be final. On the completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion; but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors, windows, wall, floor or other parts of any building in or upon which the work has been executed, On the or of which he may have had possession for the purpose of executing the work nor until the work shall

Clause-7 completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion; but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors, windows, wall, floor or other parts of any building in or upon which the work has been executed, and that the site and building is made clean in all respects and is ready for human occupancy.

Or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval of the Engineer-in-charge, the said measurements being binding and conclusive against contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Clause-8 No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of work shall have been completed and a certificate of completion given. But In the case of works estimated to cost more than rupees one thousand the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad. Unsound imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or effect In any other way the powers of the Engineer-in-charge as 'to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Clause -9 The rates for several Items of works estimated to cost more than' Rs.1,000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed by the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Payment at reduced rates on account of items of work not accepted as completed to be at the discretion of the Engineer-in-charge.

- Clause – 10** A bill shall be submitted by the contractor in each month on or before the date fixed by the Engineer-in-charge for all work executed In the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in whose counter-signature to the measurement list shall be sufficient warrant, & the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- Bill to be submitted monthly**
- Clause - 11** The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.
- Bills to be on printed forms**
- Clause-12** If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the Engineering Departmental store or if it is required that the Contractor shall use certain stores to be charges therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to contractor under the contract or otherwise or from the security deposit or the proceeds of sale thereof if the security deposit is held in pledged securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of PCNTDA and shall on no account be removed from the site of the work and shall at all times be open for inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer Departmental store if the Engineer-in-charge so requires by a notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.
- Stores supplied by PCNTDA**
- Clause-12 (A)** All stores of controlled materials such as cement, steel etc. supplied to the contractor by PCNTDA should be kept by the contractor under lock and key & will be accessible for inspection by the Executive Engineer or his agent at all the times.
- Clause-13** The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and every other respect in strict accordance with specifications. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of office hours. The contractor will be entitled to receive three sets of contract drawing and working drawing as well as one certified copy of the accepted tender along with the drawings and working drawings if required by him, shall be supplied at the rate of RS.200/- per set of contract Drawings and Rs.100/- per working drawing except where otherwise specified.
- Work to be executed in accordance with specifications, drawings, orders etc.**

Clause-14
Alterations in specifications and designs not to

The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications; drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work. and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him ii) writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Government or PCNTDA or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. If the additional or altered work for which no rate is entered in the schedule of rates, is ordered to be carried out before the rates are agreed upon then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in 'writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined, as lastly herein-before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge, in the event of a dispute, the decision of the Chief Executive Officer will be final.

Rates for works not entered in estimate or Schedule of rates of the district

Where, however the work is to be executed according to the designs, drawings and specifications recommended by contractor and accepted by the competent authority the alternation above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.

The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alternations or additions bears to the cost of the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

Clause-15

No claim to any payment or compensation for alteration in or restriction of work.

1) If at, any time after the execution of the contract documents the Engineer shall for any reason what-so-ever (other than default on the part of the contractor for which the PCNTDA entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out, at all he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of it Could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

2) Where the total suspension of work ordered as aforesaid continued, for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the un-executed part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done and to pay final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining un-executed work under his

contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

3) Where the Engineer required the contractor to suspend the work for a period in excess of 30 days at a time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary

No claim to compensation on account of loss due to delay in supply of

loss suffered by him in respect of working machinery remained idle on the site or on the account of his having and to pay the salary or wages of labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any working machinery, salary or wage? for the first 30 days whether consecutive or in the aggregate or such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

(4) In the event of -

- (i) Any total stoppage of work on notice from the Engineer under Sub clause ii) in that behalf.
- ii) Withdrawal by the Contractor from the contractual obligation to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days or
- iii) Curtailment in the quantity of item or items originally tendered on account of any alteration omission or substitution in the specifications drawings, designs, or instructions under clause 15(1) where such curtailment exceeds 25% quantity and the value of the quantity curtailed beyond 25 percent at the rates for the item Specified in the tender is more than Rs. 1,00,000/-.

It shall be open to the contractor, within days from the service of (i) the notice of stoppage work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) notice under clause 15(1) resulting in such curtailment, to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work. before receipt by him the notice of stoppage, suspension or curtailment and require the PCNTDA to take-over on payment such material at the rates determined by the Engineer provided, however, such rates shall in no case exceed the rates at which the same was required by the Contractor. The PCNTDA shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

Clause-15 (A) No claim to compensation on account of loss due to delay in supply of materials by PCNTDA.

The contractor shall not be entitled to claim any compensation from PCNTDA for the loss suffered by him on account of delay by PCNTDA in the supply of materials entered in Schedule – 'A' where such delay is caused by -

- i) Difficulties relating to the supply of railway waggons.
- ii) Forced majeure
- iii) Act of God
- iv) Act of enemies of the state or any other reasonable cause beyond the control of PCNTDA.

In the cause of such delay in the supply of materials, PCNTDA shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The Contractor shall accept the decision of the Executive Engineer as to the extension of the time as final.

Clause-16
Time limit
for
unforesee
n claims
Clause-17

Under no circumstances whatever shall the contractor be entitled to any compensation from PCNTDA on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the casuch claim occurring.

Action and
compensat
ion
payable in
case of
bad work

If any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with contract it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then not with standing the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and reconstruct the work so specified in whole or in part, as the case may require, or it so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause-18
Work to be
open for
inspection

All works under or in course of execution in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinate to visit the work shall have been given to the Contractor, either himself be present to receive orders and instructions or have responsible agent duly authorized in writing present for that purpose. Orders given to the Contractors duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Clause-19
Notice to
be given
before
work is
covered
up.

The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractors expense and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Clause-20
Contractor
liable for
damage
done and
for
imperfecti
on

If during the period of 12 months from the date of completion as certified by the Engineer-in-charge pursuant to Clause-7 of the Contract or 3 months after commissioning the work, whichever is earlier in the opinion of the Executive Engineer, said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified there-in including dismantling and re-construction of un-safe portion strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the even of the Contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and / or to complete the same as aforesaid as required by the said notice, the Executive Engineer shall get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the Contractor. The Contractor shall forthwith on demand pay to the PCNTDA the amount of such costs, charges and expenses sustained or incurred by the PCNTDA of which the certificates of the Executive Engineer shall be final and binding on the contractor. Such cost, charges and expenses shall be deemed to be arrears of land revenue and in the event of the Contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the PCNTDA the same may be recovered from the contractor as arrears of land revenue. The PCNTDA shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the PCNTDA to the Contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by PCNTDA.

Clause-21

Contractor
to supply
plant
ladder,
scaffoldin
g etc.

The Contractor shall supply at this own cost all materials (except such special materials if any as may in accordance with the contract, be supplied from the Engineering Departmental stores), plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted from and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to require together with the carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighting and assisting in the measurement or examination at any time and

from time to time of the work or the materials, failing which the same may be provided Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding, that may be brought by nay person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with consent of the contractor be paid for compromising any claim by any such person.

List of machinery in contractor's possession and which they propose to use on the

work should be submitted along with the tender.

Clause-21 The Contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection therewith: -
(A)

- a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- b) A scaffold shall not be constructed, taken down or substantially altered except -
 - i) Under the supervision of a competent and responsible person; and
 - ii) As far as possible by competent workers possessing adequate experience in this kind of work.
- c) All scaffolds and appliances connected therewith and ladders shall
 - i) Be of sound material,
 - ii) Be of adequate strength having regard to the loads and strains to which they will be subjected, and
 - iii) Be maintained proper completion.
- d) Scaffolds shall be so constructed that so part thereof can be displaced in consequence of normal use.
- e) Scaffold shall not be over-loaded and so far as practicable the load shall be evenly distributed.
- f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
- g) Scaffolds shall periodically inspect by a completed person.
- h) Before allowing a scaffold to be used by his workmen or not, take steps to ensure that it complies fully with the regulation herein in specified.
- i) Working platform, gangways stairways shall
 - i) Be so construed that no part thereof can sag unduly or unequally.
 - ii) Be so construed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and
 - iii) Be kept free from any unnecessary obstruction.
- j) In the case of working platform, gangways, working places and stairways at a height exceeding 3 Meters.
 - i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - ii) Every working platform and gangway shall have adequate width and
 - iii) Every working platform, gangway, working place and stairway shall be suitable fenced.
- k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or material.
- l) When persons are employed on roof where there is a danger of falling from a height exceeding 3 Meters.
- m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- n) Safe means of access shall be provided to all working platforms and other working places.
- o) The Contractor (s) will have to make payments to the labourers as per minimum Wages Act.

- Clause-21 (B)** The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him :
- a) Hoisting machine and tackle, including their attachments, anchorages and supports shall,
 - i) Be of good mechanical construction, sound material and adequate strength and free from patent defect and
 - ii) Be kept in good repair and in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
 - c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the PCNTDA.
 - d) Every chain, ring, hook, shackle swivel and pulley block and in hoisting or lowering materials or as a means of suspension shall be periodically examined.
 - e) Every crane driver or hoisting appliance operator shall be properly qualified.
 - f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold which, or give signals to the operator.
 - g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means.
 - h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
 - i) In the case of a hoisting machine having a variable safe working load each safe working load and the conditions under which it is application shall be clearly indicated.
 - j) No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
 - k) Motors, gearing transmissions, electric wiring and other dangerous part of hoisting appliance shall be provided with efficient safeguards.
 - l) Hoisting appliances shall be provided with such means as will reduce to minimum and the risk of the accidental descent of the load.
 - m) Adequate precaution shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

Clause-22 The Contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Executive Engineer.

Measure for prevention of fire When such permit is given, and also in all cases when destroying cut of dug up trees brushwood, grass etc. by fire; the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him.

Clause-23 Liability of contractor for any damage done in or outside work area Compensation for all damages done internationally or unintentionally by Contractor's labour whether in or beyond the limits of PCNTDA property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer-in-charge subject to the decision of the Chief Executive Officer on appeal shall be final and the compensation o demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in Clause-1 or deducted by the Engineer-in-charge from any sums that may be due or become due from PCNTDA to contractor under this contract or otherwise.

The Contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the Court in consequence.

The Contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

**Clause-24
Employment of female labour** The employment of female labours on works in neighborhood of soldier's barracks should be avoided as far as possible.

Clause-25 No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.

**Clause-26
Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent.** The Contract shall not be assigned or sublet without the written approval of the Engineer-in-charge and if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors or attempt so to do or if possible bribe, gratuity, gift, loan perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employ of PCNTDA in anyway relating to his office or employment, or if anyway directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract and security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of PCNTDA and the same consequences shall ensue as if the contract had been rescinded under Clause-3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

**Clause-27
Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.** All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of PCNTDA without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

**Clause-28
Changes in the constitution of firm to be notified.** In the case of tender by partners, the Contractor to the Engineer-in-charge for his information shall forthwith notify any changes in the constitution of a firm.

Clause-29 Direction and control of the Chief Executive Officer	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Chief Executive Officer for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.
Clause-30	<ol style="list-style-type: none"> 1) Except where otherwise specified in the contract and subject to the powers delegated to him by PCNTDA the decision of the Chief Executive Officer for the time being shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality or workmanship or materials used on the work, or as to any other question, claim, right matter, or thing whatsoever, if anyway arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof. 2) Deleted 3) Deleted
Clause-31 Stores of European or American manufacture to be obtained from the PCNTDA	The Contractor shall obtain from the Engineering Departmental stores, all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefore of in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be applied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule, in Form-A attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.
Clause-32 Lumpsum in estimates	Deleted
Clause-33 Action where no specifications	In the case of any class of work for which there is no such specifications of Public Works Department and in the event of there being no specifications, then in such case the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer-in-charge.
Clause-34 Definition of work	The expression "Works" or "Work" where used in these conditions, shall unless there be something in the subject or context repugnant to such construction be construed to be executed under or in virtue of the contract, whether temporary or permanent and whether or permanent original, altered substituted or additional.
Clause-35 Contractor's percentage whether applied to net or gross amount of bill	The percentage referred to in the tender shall be deducted from / added to the gross amount of the gross amount of the bill before deducting the value of any stock issued.

Clause-36 All quarry fees and ground rent for stacking materials if any should be paid by the contractor.
The Royalty Charges of Constructional material used for this work will be paid by PCNTDA.

Clause-37 The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workman's Compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable paid by PCNTDA as principal under Sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by PCNTDA from the Contractor under sub-section (2) of the said section. Such Compensation shall be recovered in the manner laid down in Clause-1 above.

Clause-37(A) The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by PCNTDA the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of PCNTDA from any amount due or that may become due to the contractor.

Clause-37(B) The Contractor shall provide all necessary personal safety equipment and first aid apparatus available for use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.

- a) The workers shall be required to use the equipment so provided by the Contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- b) When work is carried on in proximity to any place where there is a risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger,
- c) Adequate provision shall be made for prompt first-aid treatment of all Injuries likely to be sustained during the course of the work.

Clause-37(C) The contractor shall duly comply provision of 'The Apprentices Act, 1961' (III the rules made there under and the orders be Issued from time to time under the Act rules and on his failure or neglect to do so, be subject to all the liabilities and penalties by the said Act and said Rules.

Clause-38 Deleted
Claim for quantities entered in the tender or

Clause-39 Payment to contractors shall be made by cheque drawn on any Nationalized / Scheduled Bank within the PCNTDA Limits convenient not exceeding RS. IO/-
Method of payment will be paid in cash.

CHAPTER – CHAPTER – V
कामाचे वर्णन (Description of Work)

सदर इमारत ही एकूण चार भागामध्ये अनुक्रमे A,B,C,D अशी आहे. यामध्ये A व D Block हा Parking + 7 मजले असा आहे. ब्लॉक C हे प्रशस्त Atrium आहे. व ब्लॉक B हे दुमजली Parking आहे.

पिंपरी चिंचवड नवनगर विकास प्राधिकरणाने पाच वर्षापूर्वी प्रशासकीय इमारतीचे काम पूर्ण केले असून त्याचा वापर प्रशासनासाठी सुरु करण्यात आला आहे. सदर प्रशासकीय इमारत ही, green building या पर्यावरणापुरक धर्तीवर बांधण्यात आली आहे.

उपरोक्त इमारतीची दैनंदिन देखभाल करण्याचे काम हाती घेण्याचे ठरविण्यात आले आहे. व दैनंदिन स्वच्छतेमध्ये या इमारतीची अंतर्गत व बाहेरील भागाची साफसफाई तसेच बाह्य भागातील गार्डन, Indoor Plant, अंतर्गत रस्ते, Solar Panels टेरेस वरील व जमिनीवरील तसेच सोलर खालील व त्याशेजारील मोकळ्या जागेची साफसफाई अंतर्भूत आहे.

सर्व ब्लॉक व त्यावरील सर्व मजले मिळून इमारतीचे एकूण बांधकाम क्षेत्रफळ (Builtup-area) 1,57,431 चौ.फुट इतके आहे. व गार्डनचे क्षेत्रफळ 41,645 चौ.फुट इतके आहे. तसेच इमारतीमध्ये सर्व मजल्यावर Indoor Plant आहेत. इमारतीच्या परिसरालगत पश्चिम बाजूस तसेच दक्षिण बाजूस संरक्षित केलेल्या मोकळ्या जागेचे क्षेत्रफळ 1,74,376 चौ.फुट इतके आहे. तसेच बाहेरील भागातील पथमार्ग, Solar Panels, Garden मोकळी जागा इमारती लगतची पश्चिम व दक्षिण बाजूस प्रत्येक मजल्यावर Gents, Ladies, Handicap यांसाठी वेगवेगळे स्वच्छतागृह असून प्रत्येक मजल्यावर Department मध्ये Gents + Ladies व HOD यांसाठी Toilet आहेत. या सर्व स्वच्छता गृहांची स्वच्छता करणे अंतर्भूत आहे.

सर्व ब्लॉक मधील सर्व मजल्यावर Flooring हे Trimix पध्दतीच्या Concrete मध्ये आहे. इमारतीच्या 3 रा व 7 व्या मजल्यावर जे टेरेस आहे. ते Antiskid Ceramic Tile मध्ये आहे. 8 व्या मजल्यावरील दोन्हीही टेरेस हे BB Coba water proofing मध्ये आहेत.

वरील वर्णन केलेल्या बाबींचे निविदेतील वारंवारीते प्रमाणे स्वच्छता देखभाल करणे अंतर्भूत आहे.

सदर इमारतीचे बाहय भिंतीवर ACP, Glazing, Lovers आहे. सदर Glazing हे भिंतीच्या खोबणीमध्ये बसविण्यात आली असल्याने या Glazing ची बाहेरून स्वच्छता करणे अत्यंत अवघड व जोखमीचे आहे. या Glazing ची स्वच्छता करताना विशेष व्यवस्था करावी लागणार आहे. तसेच अशी स्वच्छता करताना सुरक्षिततेची अत्यंत काळजी घेवून उपाययोजना करणे अंतर्भूत आहे. कारण सदर कामे ही जमीनीपासून 30मी. उंचीपर्यंत करावयाची आहे.

सदर इमारतीमध्ये Moduler Furniture, Glass Partitions, MDF board partition, with Veneer तसेच Gypsum dry board मध्ये पार्टीशन्स आहेत. Workstation, Chairs, Cupboards, Tables, Compactors etc. साफसफाई मध्ये समावेश आहे.

Attrium मधील फॉल सिलिंग हे Gypsum प्रमाणे असून प्रकारचे असून व इतर प्रत्येक मजल्यावर Armstrong प्रकारचे फॉल सिलिंग तसेच सर्व मजल्यावरील पंखे, ट्युबस् इ. सफाई अंतर्भूत आहे.

जमिनीवरील तसेच टेरेसवर पाण्याच्या टाक्या आहेत. STP इ. बांधण्यात आले असून इ. साफसफाई अंतर्भूत आहे. वर नमूद केलेल्या बाबीं या सर्वसाधारण व ढोबळ मानाने असून उपरोक्त इमारतीचे व इमारती लगतच्या संरक्षित जागेमधील गवत काढून जागा स्वच्छ करणेचाही समावेश सदर कामात आहे. सदर कामाची सर्वकंष स्वच्छता असून त्याच्या वारंवारिता प्रमाणे स्वच्छता करणे अंतर्भूत आहे.

दररोज जमिनीवरील पाण्याच्या टाकीमधून, बोअरवेल मधून पंपाद्वारे पाणी टेरेसमधील टाक्यामध्ये भरून ठेवणे. तसेच STP Treated water tank मधील पाणी पंपाद्वारे Landscape Irrigation System ला जोडणे. व Landscape Irrigation System अद्यावत ठेवणे. सर्व गार्डनला पूरेसा पाणी पूरवठा करणे व खते घालणे याही कामाचा समावेश निविदेमध्ये वारंवारिता प्रमाणे अंतर्भूत आहे.

टेरेस वरील व जमिनीवरील Solar Panels ची साफसफाई ही दररोज करावयाची आहे. सर्व Solar Panels ची सफाई ही सकाळी 9.30 वाजेपूर्वी करणे आवश्यक आहे. सदर काम कार्यकारी अभियंता (विद्युत) यांचे नियंत्रणामध्ये करावयाचे आहे.

उपरोक्त उल्लेखीत कामाबरोबरच प्राधिकरणाच्या आकुर्डी मध्यवर्ती सूविधा केंद्रातील मुख्य कार्यकारी अधिकारी यांचे निवासस्थानामधील साफसफाई करण्याचाही समावेश या कामात अंतर्भूत आहे.

CHAPTER - VI -- Deleted

STATEMENT – I

Details of work tendered for and in hand as on date of submission

Name of The Tenderer :-

Sr No	Name of the work	1) Place of country 2) Name of Division	Work in hand		Anticipated date of completion	Work tendered for			Remarks
			Tendered cost	Cost of remaining work		Estimated cost	Date when decision is accepted	Stipulated date of period of completion	
1	2	3	4	5	6	7	8	9	10

Contractor

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Executive Engineer

STATEMENT -II

Details of works of similar type magnitude carried out by the contractor

Name of The Tenderer :-

Sr No	Name of the work	Cost of work	Date of Starting	Stipulated date of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7

Contractor

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Executive Engineer

Name of work :- Mechanised and manual daily cleaning of New Administrative Building of PCNTDA including open premises for one year
SCHEDULE - B

No	Quantity may be more or less	Item of Work	Estimated Rate		Unit	Amount
			In figures	In Words		
1	12.00	Mechanised and manual daily cleaning of New Administrative Building of PCNTDA including open premises for one year including supplying required material,chemical etc complete as directed by Engineer In-Charge for the scope mentioned in tender document. And ANNEXURE - 1A	284924.50	Rupees Two Lakh Eighty Four Thousand Nine Hundred Twenty Four and paise Fifty only.	One month	3419094.00
2	2.00	Cleaning of Aluminium composite panel, Glass, Skylight having total area 4514.34 sqm twice in the year using specialised equipments as directed by Engineer In-Charge for the scope mentioned in tender document. And ANNEXURE - 1B	230727.50	Rupees Two Lakh Thirty Thousand Seven Hundred Twenty Seven and paise Fifty only.	for one time	461455.00
3	4.00	Cleaning of overhead Water Tank and ground level water tank total capacity of 170500 liters by specialised equipment, labour etc quarterly as directed by Engineer In-Charge complete.for the scope mentioned in tender document. And ANNEXURE - 1C	59675.00	Rupees Fifty Nine Thousand Six Hundred Seventy Five and paise nil only.	for one time	238700.00
					Total	4119249.00

Contractor

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Executive Engineer

PIMPRI CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY, NEAR AKURDI RAILWAY STATION, PUNE- 411044

ANNEXURE – 1 A

Name of Work: Mechanized and manual daily cleaning of PCNTDA Administrative building including open premises and maintaining Garden (partly) etc for one year.

Schedule of work shall be read with attached frequency chart i e Annexure-II

Item No.	Description of Item	Quantity	Unit
1	2	3	4
1	Providing mechanized & manual cleaning of PCNTDA (Building & open premise) by sweeping, scrubbing, Buffing vacuum cleaning, pressure washing etc as per frequency and as directed by administration cleaning by using various machines that is Auto scrubber dryer high pressure water jet machine, wet and dry vacuum cleaner etc. at required including using chemicals, toiletries and consumable etc as per general condition.		
	a) For Internal office premises that is cabin, office sitting area including furniture, windows, All Fans, Tube lights & AC, Lift, downtake lights,	4635.78	sqm.
	b) For passage corridor, stair case, lift and Entrance Plaza	3136.20	sqm.
	c) For VIP Toilet with toilet soaps etc.	46.03	sqm.
	d) For general Toilet with toilet soaps etc.	514.20	sqm.
	c) Inspection and cleaning of chamber & sewage line, storm water line etc. as per frequency and as directed by Engineer in charge	230	Rmt.
2	Providing mechanized & manual cleaning of solar panels with water if necessary by mild liquid soap, the panels should be cleaned by mops and scrubs capable of reaching far ends of solar panel. For solar Panel cleaning at ground & above seventh floor at terrace.	358	No.

Contractor

No . of Corrections

Executive Engineer

Item No.	Description of Item	Quantity	Unit
1	2	3	4
3	Providing mechanized & manual cleaning of open terrace by sweeping daily,	986	sqm.
4	Providing mechanized & manual cleaning of PCNTDA by sweeping, scrubbing, Buffing vacuum cleaning, pressure washing etc as per frequency and as directed for Adjoining Terrace to cabin at 7 th floor & terrace at 2 nd and 3 rd floor tile including water bodies cleaning	2166.42	sqm.
5	Providing and managing the manpower for Daily maintenance & development of Garden in side and out side premises of Building and indoor Plants including supervision grass cutting watching application of medicine / pesticides dosage, manure dosage, garden soil, lawn maintaining tree shaping & periodically cutting watering with appropriate owned equipment, Irrigation system, STP plant drinking water pump, pumps on STP and water supplying system including cleaning etc. cleaning of nalla & pond etc. complete and as directed (Daily Maintained)	968.94	Sqm.
6	Grass cutting of adjoining enclosed area of building premises	14,625	Sqm.
7	Cleaning of Open Space, Parking, Garden etc. of CEO Residence at akurdi DC.	1855	Sqm
8	Cleaning of out side area, parking, terrace, road of old building premises at sector no.24 as and when required	2010	Sqm.

Deputy Engineer

Contractor

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Executive Engineer

ANNEXURE – 1 B

Name of Work: Mechanized and manual daily cleaning of PCNTDA Administrative building including open premises and maintaining Garden (partly) etc for one year.

Schedule of work shall be read with attached frequency chart i e Annexure-II

Item No.	Description of Item	Quantity	Unit
1	2	3	4
1	Providing mechanized & manual cleaning of Outer Face of building cleaning i.e ACP, Glass cladding, louvers, fins, window glasses and walls by sweeping, scrubbing, Buffing vacuum cleaning, pressure washing etc as per frequency and cleaning by using various machines that is Auto scrubber dryer high pressure water jet machine, wet and dry vacuum cleaner etc. and additional machines as required including using chemicals etc as per general condition and as directed by administration etc complete	4514.34	sqm.

Contractor

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Executive Engineer

ANNEXURE – 1 C

Name of Work: Mechanized and manual daily cleaning of PCNTDA Administrative building including open premises and maintaining Garden (partly) etc for one year.

Schedule of work shall be read with attached frequency chart i e Annexure-II

Item No.	Description of Item	Quantity	Unit
1	2	3	4
1	Providing mechanized & manual cleaning of Water Tank in Building & open premises by sweeping, scrubbing, Buffing vacuum cleaning, pressure washing etc as per frequency and cleaning by using various machines that is Auto scrubber dryer high pressure water jet machine, wet and dry vacuum cleaner etc. as required including using chemicals etc and as directed		
	a) At Ground Domestic = 50, 000 Fire = 50,000	1,00000	Lit.
	a) At Terrace Tank Domestic = 3500 Flushing = 27000 fire = 20,000	50,500	Lit.
	c) Water cooler	8	No.
	d) Treated water tank	20000	Lit.
2	Providing and managing the manpower for Daily maintenance & development of Garden in side and out side premises of Building and indoor Plants including supervision grass cutting watching application of medicine / pesticides dosage, manure dosage,garden soil, lawn maintaining tree shaping & periodically cutting watering with appropriate owned equipment, Irrigation system, STP plant drinking water pump, pumps on STP and water supplying system including cleaning etc. cleaning of nalla & pond etc. complete and as directed (Daily Maintained)	968.94	Sqm.

Contractor

No . of Corrections

Executive Engineer

ANNEXURE –II

Frequency Chart of mechanized & manual cleaning and garden maintenance work

Sr no	Description of Item	Unit	Specification	Frequency of cleaning and garden maintenance
	Daily Cleaning / Sanitazation			
1	Cleaning of all flooring tiles (all floors)			Twice in day
2	Cleaning of all parking area			Daily
4	Collecting of all garbage from all floors & place seperately as wet & dry garbage in seperate dustbins			Daily
5	All wet & dry garbage shall throw in muncipal garbage place			Daily
6	Cleaning of all modular partition all floors			Daily
7	Cleaning of internal office area			Twice in day
8	Cleaning of all computers,telephones, zerox machins,printers etc			Every two hrs.
9	Cleaning of all Toilets			Daily twice
10	Cleaning of water coolers			Daily
11	Cleaning Modular Furniture			Daily
12	Cleaning of workstations, Tables and Chairs, Storages, Cupboards etc.			Every two hrs.

Contractor

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Executive Engineer

13	Cleaning and sanitize of Glass door, Flush doors			Every two hrs.
14	Cleaning and sanitize of S S Railing			Every two hrs.
15	Cleaning of all toilets wall tiles			Every two hrs.
16	Cleaning of all granite door frames			Every two hrs.
17	Cleaning Aluminium track window			Daily
18	Cleaning of adjoining terrace area at 2nd, 3rd and 7th floor			Daily
19	Cleaning canteen area			Twice in day
20	Sofa Cleaning, metal seater cleaning and false sealing			Every two hrs
21	Cleaning of internal roads of paving block, Compound wall			Daily
	Weekly cleaning			
1	Cleaning of terrace area at 8th floor			Weekly
2	Cleaning of Laminate/veneer			Weekly
3	Cleaning of all fans, lights,ac and Switch board			Weekly
4	Cleaning of sky lightes			Weekly
	Monthly cleaning			
1	Cleaning and disinfecting of water storage/distribution tanks (UGWT and OHWT),water mains			Every 3 months
2	Cleaning of storm water drains			Every 3 months
3	Cleaning of Manholes/Gully chambers/ inspection chambers and flushing of building sewers			Every 6 months and when required
4	Checking of working of sensor battery in Urinal and function of WC and			monthly

Contractor

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Executive Engineer

	submission			
5	Cleaning of ceiling area of Atrium (main entrance area)			Weekly
6	Cleaning of external Glazing, external Glass cladding			Twice in a year
7	Cleaning of external ACP			Twice in a year
8	Cleaning of external Louvers			Every 3 months
	Landscaping			
1	Irrigation of landscaping area			Daily
2	Fertilization			monthly
3	Lawn mowing			monthly
4	Cultivation & Weeding			Weekly
5	Gap filling of hedges/perennials beds			monthly
6	Replacement/replanting trees, shrubs etc.			Every 6 months
7	Cleaning of solar park area (pathway and below solar panel area)			monthly
8	Cleaning of surrounding area of sewage treatment plant (2 meter from external walls of STP)		As directed by Engineer-in-charge	monthly
9	Cutting of excessively grown plants in STP		As directed by Engineer-in-charge	Weekly
10	Periodic cleaning of the treated water tank from STP		As directed by Engineer-in-charge	Every 3 months
11	Pumping out water from Treated Water Tank		As directed by Engineer-in-	Daily

Contractor

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Executive Engineer

			charge	
12	Periodic cleaning of Water bodies and fountain system			Weekly
13	Filling of water storage tank domestic and flushing at terrace including pumping			Daily
14	Cleaning of underground storage tank, storage tanks at terrace, STP Treated water tank and water coolers		As directed by Engineer-in-charge	Every 3 months
15	Cleaning of presently not inhabited floors			Monthly
	Solar Panels			
1	Cleaning of Solar Panels (Ground + Terrace)		As directed by Engineer-in-charge	Each panel shall be generally cleaned once in a week and twice occasionally as directed by Ex. Engineer(Elect.)of PCNTDA
2	Grass cutting of adjoining enclosed area of building premices		As directed by Engineer-in-charge	Every 3 months

CEO Residence

Sr no	Description of Item	Unit	Specification	Frequency of cleaning and garden maintenance
1	Cleaning of all flooring tiles , All floors & Toilets of CEO Residence at akurdi DC.		As directed by Engineer-in-charge	Twice in a months
2	Cleaning of Open Space, Parking, Garden etc. of CEO Residence at akurdi DC.		As directed by Engineer-in-charge	Twice in a months

Contractor

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Executive Engineer

ANNEXURE –III

Minimum manpower requirement as below

MAN POWER, MACHINE, DETAILES AND EQUIPMENTS, REQUIRMENT

Sr No	Category	Nos of persons to be deployed	Recovery Rate per day per person in case of Absenteeism (in Rs.)
1.	Supervisor	01	700/-
2.	Helper	11	500/-
3.	Gardener/Mali	02	500/-
4.	Toilet Cleaner	03	500/-
5.	Plumber (as & when requird)	01	500/-
6.	Carpenter (as & when requird)	01	500/-

Machine Requirement

Sr No	Machine Type	Nos.	Recovery Rate per day per Machine in case Machine is not deployed (in Rs.)
1.	Johnson Diversey Swingo 750 or Nilfisk CA 750 or any other equivalent machinery	2	500/-
2.	Johnson Diversey Dorsalino or Nilfisk Back pack or any other equivalent machinery	1	500/-
3.	Johnson Diversey Divervac 30 or Nilfisk WD 225 or any other equivalent machinery	3	500/-
4.	Johnson Diversey Diverwash or Nilfisk N 410 or any other equivalent machinery	2	500/-
5.	Johnson Diversey Ballimat 45 or Nilfisk Fliper or any other equivalent machinery	3	500/-
6.	Hand Scrubber	2	500/-

EQUIPMENTS

Sr No.	Equipments	
1	Floors squeeze, wipers & sanitary brushes.	As required for cleaning work
2	Brooms and dry mops, wet mops.	As above
3	Detergents and Prefumes in all Toilets	As above
4	Duster, Brush Brooms, Grabage Bags / hand pickers	As above
5	Dustbins for collections rar muck picking tools	As above
6	Hand gloves, cob web de wall brush, brooms cotton	As above
7	Best quality pest Control measures	As above
8	Wipers, wet mops squeeze detergents and perfumed etc.	As above

Sr No.	Materials to be provided by the Contractor	
1	Hand Gloves @ 1 per Staff per Month	And Additional as required
2	Masks @ 1 per staff per Month	As above
3	Gum Boots @ per Staff per year	As above
4	Uniforms @ Per staff per year	As above
5	Triangular Brooms with long handle @ 1per staff per 3 Month	As above
6	Panja @ 1 per staff per year	As above
7	Supli @1 per staff per six months	As above
8	Rubber Mopper with handle @ one per three staff per six months	As above
9	Cotton Mopper with handle @ one per three staff per six months	As above
10	Brush Mopper @ 1 per staff per year	As above
11	Brush @ 1 per staff per month	As above
12	Brooms @ 1 each staff per months	As above
13	Cleaning Material acid naphthalene balls, DDT powder etc.	As above
14	Plastic Garbage Bags as per Municipal Norms @ 1 per staff per day	As above
15	Flipper Machine nos 2 (Two at Each Station)	As above
16	High Pressure water jet Machine nos. 1	As above

ANNEXURE -IV

यांत्रिक पध्दतीने साफ सफाई करण्यासाठी पिंपरी चिंचवड नवनगर विकास प्राधिकरण मुख्यालयामध्ये लागणा-या केमिकलचा तपशिल.

साफ सफाईला लागणा-या केमिकल्सची माहिती

अ.क्र.	केमिकलचे नाव	उपयोग
1	आर 1	प्रसाधन गृहाच्या साफ सफाईसाठी
2	आर 2	कचेरी फर्निचर, ग्रानाईट फरशी इ.साठी
3	आर 3	काचेसाठी
4	आर 4 शाईन अप	लाकडी फर्निचरसाठी
5	गुड सेन्स	एयर फ्रेशनर
6	आर 6	डब्ल्युसी युरिनल
7	आर 9	प्रसाधन गृहाच्या साफ सफाईसाठी (जड पाणी)
8	टी आर 103	कारपेट साफ सफाईसाठी
9	कंपलीट	मोझॅक कोटा, आणि व्हिनाईल फरशी
10	स्पायरल	कोटा आणि कठीण फरशी
11	ओसी बाथरुम क्लिनर	प्रसाधन गृहाच्या साफ सफाईसाठी
12	ओसी ग्लास क्लिनर	काचेसाठी
13	ओसी न्युट्रल क्लिनर	सर्व कामांसाठी
14	सीग्ला	फरशी पुसण्यासाठी
15	हारपीक	WC Cleaning साठी
16	डेटॉल लिक्वीड सोप	सर्व टॉयलेट साठी

टिप :- याशिवाय कंत्राटदाराने सदर इमारतीच्या आतील तसेच बाहेरील भागासाठी लागणारे अतिरिक्त केमिकल्स पुरवावयाचे आहेत.

CHAPTER VII

Additional Instructions to Contractors

- 1) The bidder has to offer his quote on Lumpsum basis as percentage above / below the cost put to tender.
- 2) The quantities given in schedule are for general reference and indicative only.
- 3) The bidder should visit the buildings to get the detail idea of scope of work, no separate drawing shall be uploaded.
- 4) Proper supporting system should be made by the bidder. Bidder is expected to devise his own system of cleaning ACP, Glazing work. Methodology should be got approved from engineer in charge. No separate payment shall be made for such system /Methodology.
- 5) The scaffolding arrangement required for cleaning of external Glazing, external glass cladding , ACP, external walls etc of building shall be done by the contractor and cost towards such scaffolding shall be deemed to be included in lumpsum offer quoted by contractor.
- 6) The bidder should bear the cost of pesticides, manure, garden soil and fertilizers as required for proper growth and maintenance plants, garden, lawns etc.. It is included in the cost put to Tender.
- 7) Offer of the bidder shall be Lumpsum offer, for the scope mentioned in tender, for one year period.
- 8) The Facility Manager should submit daily report regarding presence of manpower at work .
- 9) He should prepare and submit computerised daily and monthly report of housekeeping work in the prescribed format as decided by Engineer in charge.
- 10) The Contractor will be responsible for upkeeping and cleaning of facade at his own cost and risk. He should appoint a sub- contractor of specialised nature for facade cleaning.
- 11) During the operative period of tender if it is found manpower and machinery as given in Annexure III is not deployed by the contractor for the work then Engineer In charge shall deduct the amount from his R.A. Bills as per the rates mentioned in Annexure-III
- 12) The bidder should use IGBC (Indian Green Building Council) rated cleaning solutions only.
- 13) The Engineer-in-charge shall levy appropriate penalty for not maintaining the level of service mentioned in the methodology.

- 14) Contractor should submit monthly bill to PCNTDA and he should submit receipt of payment to his staff and labour. With all government dues paid as documentary proof.
- 15) Labour laws are mandatory on contractor.
- 16) Daily chart of cleaning frequency should be pasted on each toilet door. It should be signed by supervisor and will be certified by PCNTDA.
- 17) Holidays only on Sunday
- 18) Machinery should not be older than Five years.
- 19) The Contractor should submit chemicals / manure purchase bills in originals to the office every month.
- 20) Price variation is not applicable for this work.
- 21) Labour shall come at morning 8.00 and work up to 4.00 pm
- 22) There will be weekly off on Sunday.
- 23) On Special days ie. Independence day, Republic day, Maharashtra day, Foundation day labour shall come early in the morning as directed by Engineer In charge.
- 24) Every Saturday deep cleaning of office as directed by Engineer In charge.