

**PIMPRI CHINCHWAD NEW TOWN DEVELOPMENT  
AUTHORITY AKURDI, PUNE411 044**



**Name of Work :-** Construction of 20 MVA 22/11 KV- Electrical Sub Station, along with Allied Electrical HT Infrastructure work at Sector 12

**VOLUME -I**

**NATIONAL COMPETITIVE BIDDING**

NAME OF WORK : Construction of 20 MVA 22/11 KV- Electrical Sub Station, along with Allied Electrical HT Infrastructure work at Sector 12

Period of Sale of Bidding Document : From 16/08/2019 time 10.00 To 09/09/2019 Upto 16.55 Hrs.

Time And Date of Pre-Bid Conference : Date 27/08/2019 Time 15.00 Hrs

Last Date and Time for Receipt Of Bids : 09/09/2019 Up To 16.55Hrs

\*Time and Date of Opening Technical Bids : 11/09/2019 At 15.00 Hrs

\*Time and Date of Opening Financial Bids : Will Be Communicated Later

Place of Opening of Bids : Office Of PCNTDA

Officer Inviting Bids : The Chief Executive Officer

**INVITATION FOR BID  
(IFB)**

**PIMPRI CHINCHWAD NEW TOWN DEVELOPMENT  
AUTHORITY AKURDI, PUNE 411 0444**



**Tender Notice No.:---**

The Chief Executive Officer, PCNTDA, Pune invites online bids from eligible bidders/contractors who fulfill the conditions in the respective tender document for the work detailed below.

| Sr. No | Name of Work  | Type of Tender | Cost Put to Tender (Rs.) without GST | Bid Security (EMD) (Rs.) e-payment gateway only | Time Limit in Months | Cost of Bid document (Rs.) e-payment gateway only (Non-Refundable) |
|--------|---|----------------|--------------------------------------|---|----------------------|--|
| 1      | Construction of 20 MVA 22/11 KV- Electrical Sub Station, along with Allied Electrical HT Infrastructure work at Sector 12<br><br>e-Tender no. :Elect/04 for 2019-20 | B -1           | 11,40,19,239/-                       | 11,40,000.00                                    | 15 Months            | 3500/- Including GST   |

The bidders shall note that at fixed rates as per SSR and thereby amount required against royalty and testing will be released as stated in the bid document in addition to quoted amount.

The applicant bidders shall submit the appropriate documents along with their completed bids to demonstrate the qualification of their company to participate in bid process.

For work stated above maximum annual financial turnover on works in India should not be less than **Rs. 8,56,00,000.00** in any one of the last five financial years prior to current year and current year.

For each work, the bidder shall have One Single Completed work of similar nature in Govt. / Semi Govt Bodies, MSEDCL, costing not less than the amount equal to **Rs. 6,85,00,000/-** during Five financial years prior to current year and current year updated to current cost.

1. Joint Venture, Consortium is not permitted.
2. The detailed tender notice and the bid documents are available on [www.mahatenders.gov.in](http://www.mahatenders.gov.in). For interested bidders who are not registered with this e-tendering portal shall get themselves registered on [www.mahatenders.gov.in](http://www.mahatenders.gov.in). 24 X 7 technical support is available to bidders on toll free number 1800 3070 2232.
3. The bid document will be available on the website **from 16/08/2019 to 09/09/2019 upto 16.55 Hrs.** The Pre-bid conference of bidders is convened **on 27/08/2019 at 15.00 hrs** in PCNTDA office. The other details will be available on website during the period of Bid submission process.
4. Last date and time for submission of Bids is 09/09/2019 **up to 16.55 hrs** and the technical bids will be opened on 11/09/2019 **at 15.00 hrs.** in the Conference Hall, 7<sup>th</sup> Floor, PCNTDA office Building near Akurdi Railway Station, Pune 411 044.
5. Right to reject any or all the Bids is reserved by the competent authority and also reserves the right to hold or withdraw from or cancel the process at any stage up to the final selection.
6. The interested bidders shall note that after publication of this tender notice, for these works, any further information of bid process including the corrigendum, CSC/CSD will be available on website only.

Date: --/--/----

Sd/-  
The Chief Executive Officer  
Pimpri Chichwad New Town Development Authority  
Pune 411 044

**SECTION-I**  
**INSTRUCTION TO**  
**BIDDERS (ITB)**

## Section I: Instructions to Bidders

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## **A. General**

### **1. Scope of Bid**

The Employer (as defined in the Appendix to ITB) invites e - bids for work of Construction of 20 MVA 22/11 KV- Electrical Sub Station, along with Allied Electrical HT Infrastructure work at Sector 12 (As defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.

**1.2** The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Contract.

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

### **2. Source of Funds**

**2.1** The expenditure on this project will be met from the fixed grants available with PCNTDA, Appropriate provision has been made by PCNTDA.

### **3. Eligible Bidders**

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

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

### **4. Qualification of the Bidder**

**4.1** All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule including drawings and charts, as necessary.

#### **4.2 Deleted**

**4.3** The Employer has proposed to post qualify the bidders; hence all bidders shall include the following information and documents with their bids in Section 2:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total monetary value of similar type of work performed for each of the last Five years & current year;
- (c) Experience in works of a similar nature and size for each of the last Five years & current year and details of works underway or contractually committed and clients who may be contacted for further information on those contracts;
- (d) Major items of tools and equipment proposed to carry out the Contract.



- (e) Qualifications and experience of key site management and technical personnel proposed for Contract.
- (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) Evidence of access to line(s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (Not more than 3 months old).
- (h) Undertaking that the bidder will be able to invest minimum cash up to 25% of contract value of work, during implementation of work.
- (i) Authority to seek references from the Bidder's bankers
- (j) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (k) Proposals for subcontracting only for civil work components of the Works amounting up to 10 percent of the Bid Price (for each. The qualifications and experience of the identified sub-contractor for similar works in civil construction field should be annexed which should be duly certified from the officer not below the rank of Executive Engineer); and
- (l) The submit work programme Justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
- (m) Bidders should have Electrical Contractor License issued by I.E. & L Deptt. and Registered Electrical Contractor Class "A" or above issued by Public Works Electrical Deptt. Government of Maharashtra

**4.4** Bids from joint venture are not permitted.

#### **4.5 A Eligibility for Bidder**

**To qualify for award of the contract, each bidder in its name should have in the last Five years and current year as referred to in Appendix.**

- (a) Maximum annual financial turnover on works in India should not be less than **Rs. 8,56,00,000.00** in any one of the last five financial years prior to current year and current year. The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc.
- (b) One Single Completed work of similar nature in Govt. / Semi Govt Bodies costing not less than the amount equal to **Rs. 6,85,00,000/-** during last Five financial years prior to current year and current year updated to current cost.
- (c) The contractor should submit the document showing that his firm has successfully completed & commissioned the substation of capacity not less than 10 MVA.

For above, certificates are required to be obtained from the officer not below the rank of Executive Engineer (Work Carried out in Govt/ Semi Govt Bodies such as PWD, MHADA, MSEDCL, MIDC, CIDCO), and shall be submitted in envelope no.1

- i. Deleted
- ii. The contractor or his identified sub-contractor for civil work should possess required valid license for executing the building works and should have executed similar works for a minimum amount as indicated in Appendix in anyone year.

#### **4.5 B Each bidder should further demonstrate**

(a) Each bidder should

(i) An affidavit on a Stamp Paper of Rs. 500, duly attested from the Notary, that the information furnished with the bid documents is correct in all respects; and failure to submit the document as specified shall make the bid non-responsive.

(b) Each bidder must demonstrate:

- (i) Evidence of availability (either owned or leased or rented) of tools and equipment as stated in the Appendix to ITB.
- (ii) Availability for this work of technical personnel as stated in the Appendix to ITB
- (iii) Undertaking that they have not been Blacklisted/Banned/Suspended

(c) Liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix to ITB.

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

**4.6** Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5(A) above. However, the employer permits subcontracting for external electrification works, road works and external water supply & sanitary works having minimum experience as stated in Appendix to ITB.

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

$$\text{Assessed Available Bid capacity} = (A * N * 2 \text{ } \phi B)$$

where

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

- N = Number of years prescribed for completion of the works for which bids are invited. In this case N=1.25
- B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next 12 months.

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

*The assessed available bid capacity calculations shall be certified by the Chartered Accountant.*

- 4.8** Even though the bidders meet the above qualifying criteria. They are subject to be disqualified if they have
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - Record of poor performance such as abandoning the works not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
  - Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

**5. One Bid per Bidder**

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

**6. Cost of Bidding**

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

**7. Site Visit**

- 7.1** The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Bidder's own expense.

**B. Bidding Documents**

**8. Content of Bidding Documents**

- 8.1** The set of bidding documents comprises the documents listed below and addendum issued in accordance with Clause 10:

| Section | Particulars | CSD<br>Volume No. |
|---------|-------------|-------------------|
|---------|-------------|-------------------|

| Section | Particulars   | CSD<br>Volume No. |
|---------|---|-------------------|
|         | Invitation for bids                                     | I                 |
| 1       | Instructions to Bidders (ITB) & Appendix to ITB         |                   |
| 2       | Qualification, Information, and other forms             |                   |
| 3       | Conditions of Contract & Special Conditions of Contract |                   |
| 4       | Contract Data   |                   |
| 5       | Securities and Other Forms Implementation Manual        |                   |
| 6       | Technical Specifications & Additional Specifications    | II                |
| 7       | Form of bid   |                   |
| 8       | Bill of Quantities                                      |                   |
| 9       | Drawings  | III               |
| 10      | Documents to be furnished by bidder                     | IV                |

- 8.2** The Bid document is available on the web site [www.mahatenders.gov.in](http://www.mahatenders.gov.in). In this case the bidder will have to pay the cost of bid document as stated in Bid document and the payment shall be made by net banking payment gateway system. The bidder shall use the Digital Registration (identification) Key to obtain permission to make such payment.
- 8.3** The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

## **9. Clarification of Bidding Documents**

- 9.1** A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes facsimile) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received not later than pre bid conference. Copies of the Employer's response will be uploaded on website, including a description of the inquiry, but without identifying its source.

### **9.2 Pre-bid meeting**

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

- 9.2.2** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3** The bidder is requested to submit any questions in writing or by cable so as to reach the Employer not later than one week before the meeting.
- 9.2.4** Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded on the website [www.mahatenders.com](http://www.mahatenders.com). Any modifications of the bidding documents listed in Clause 8.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 9.2.5** Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## **10. Amendment of Bidding Documents**

- 10.1** Before the deadline for submission of bids, the Employer may modify the bidding documents by uploading addenda.
- 10.2** Any addendum thus uploaded shall be part of the bidding documents.
- 10.3** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2.

## **C. PREPARATION OF BIDS**

### **11. Language of Bid**

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

### **12. Documents Comprising the Bid**

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

**Part I** This shall be named Technical Bid and shall comprise of:

(The tender shall be uploaded in two separate parts viz: (1) Technical Bid and (2) Financial Bid as stated in the bid document. The procedure for e-bidding shall be explained in the pre-bid meeting or can be clarified from the consultants to the work)

**a) TECHNICAL BID (Shall be submitted by online only)**

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

- i) Earnest Money Deposit by net banking system (Bid security) as explained above. No exemption is permitted.
- ii) Documents for Eligibility Criteria as stated in the bid document.
- iii) Copy of audited balance sheet and Bid Capacity duly certified by C.A. for for F.Y. 2014-15, for F.Y.2015-16, for F.Y.2016-17, andfor F.Y. 2017-18. For F.Y.2018-19 And certificate, undertakings and affidavits as specified in the bid document, AnnualturnoverStatementCertificatebyC.A.certifiedcopyshouldbeattached
- iv) Copy of satisfactorily work completed certificate for onesimilartypeofworkamounting not less than 60%valueofcost put to tender inGovt.ofMaharashtra/Govt.ofIndia/SemiGovt./PSU/MSMEDCL.duringlast5years.Workcompletioncertificatefromcompetentauthority shouldbeattached.(RanknotbelowtheExecutiveEngineer), A list of works in hand and tendered for.
- v) List of machinery and plants immediately available with the Tenderer for use on this work and list of machinery proposed to be utilized on this work, but not immediately available and the manner in which it is proposed to be procured. The condition, cost and location of machinery shall be indicated.
- vi) Details of Technical personnel on the rolls of the tenderer giving details of experience and qualification of each of them and details of technical personnel to be appointed for this project along with bio-data duly signed by the person to be appointed.
- vii) Deleted
- viii) Deleted
- ix) Litigation History if any.
- x) Subcontractors (For Civil Work Only) PQ documents, with similar type Workcompletioncertificatefromcompetentauthorityshouldbeattached.(Ranknot belowtheExecutiveEngineer)
- xi) Evidence of access to financial resources along with name, address, telephone number fax number of the bidder's banker along with name of contact person from the bank.
- xii) Deleted.
- xiii) CopyofOriginalValidElectricalContractorLicenseissuedbyIE.&LDeptt.GOM, and valid registration of Class- I with PWD.
- xiv) Copy of Pan Card & GST Registration certificate.
- xv) Bid Capacity certified by CA.
- xvi) Bank Solvency Certificate etc.

**Note: 1. All uploaded documents shall be in PDF format.**

**2. The bidder shall in no case upload any document related to the financial bid in the technical bid format. The violation will result in disqualification of the bidder from the bidding process.**

**3. The bidders shall not upload the bid document in scanned PDF or any other format as the technical bid**

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

**b) FINANCIAL BID (Shall be submitted by online only)**

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

**12.2** Each part shall be separately considered.

**12.3** Deleted.

**13. Bid Prices**

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

**13.2** The *bidder shall quote percentage (% above/below)*. The bid price entered by the bidders shall be deemed covered by BOQ and the bid price is sufficient to cover all the works stated in the bid document including defect liability and maintenance. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

**13.3** 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/Government of Maharashtra notifications (applicable to Government contracts) over and above the amount payable as per the accepted contract price on bill to bill basis. In case if GST is exempted for Affordable Housing and related Infrastructure under PMAY, the employer will not pay any amount. However if there is valid refund of any duties, taxes, royalties and other levies is received by the contractor during entire period of the contract, (on account of exemption / reduction by the Government) the same shall be recovered by the employer and will be considered in releasing payment to the contractor. In no case such refund will belong to the contractor.

- 13.4** The rates and prices quoted by the Bidder are subject to adjustment during the performance of the contract in accordance with the provisions of clause 47 of the conditions of contract.

#### **14. Currencies of Bid and Payment**

- 14.1** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

#### **15. Bid Validity**

- 15.1** Bids shall remain valid for a period of 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.In discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and form of bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.
- 15.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. The bidders may consider this request to extend the bid validity and however in case the bidder does not extend the bid validity, his bid security will be returned by the Employer. A bidder agreeing to the request will not be required or permitted to modify his bid.
- 15.3** Deleted.
- 15.4** Deleted.

#### **16. Earnest Money / Bid Security**

- 16.1** The Bidder shall furnish, as part of the Bid, Earnest Money/Bid security, in the amount as specified in the Appendix to ITB
- 16.2** The Earnest Money shall be paid by net banking payment gateway system by using digital registration key as stated in Appendix to ITB.
- 16.3** Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the Employer as non-responsive.
- 16.4** The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 15.1.
- 16.5** The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 16.6** The Bid Security / Earnest Money will be forfeited:
- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;



- b) if the Bidder does not accept the correction of the bid price, pursuant to Clause 27; or
- c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i. Sign the Agreement; and/or
  - ii. Furnish the required Performance Security.

#### **16.7 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 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 up to 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 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 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.
- 9) **This additional performance security will be discharged within 3 months after obtaining completion certificate and handing over from MSEDCL.**

17. Deleted

**18. Format and Signing of Bid**

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

**18.2** Deleted

**18.3** Deleted.

**D. SUBMISSION OF BIDS**

**19. Sealing and Marking of Bids**

**19.1** Deleted

**19.2** Deleted

**19.3** Deleted.

**19.4** Deleted

## **20. Deadline for Submission of Bids**

**20.1** Complete Bids (including Technical and Financial) must be received by the Employer uploaded on the website as specified in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.

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

## **21. Late Bids**

**21.1** Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.

## **22. Modification and Withdrawal of Bids - Deleted**

### E. Bid Opening and Evaluation

## **23. Bid Opening**

Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received (except those received late) shall be opened on the date and time mentioned in the Appendix to ITB. 'Financial Bid' of those bidders whose technical bid has been determined to be substantially responsive shall be opened on a subsequent date, which will be notified to such bidders.

**23.1** The Employer will open the envelope marked the "Technical Bid" of all the bids received (except those received late), including modifications of Technical Bid made pursuant to Clause 22 in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

**23.2** - Deleted

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

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

**23.5** Within three or four days after the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification information and other

information furnished in Part I of the bid in pursuant to clause 12.1 and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

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

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

**23.8** Deleted

**23.9** The Employer shall prepare the minutes of the opening of the Financial Bids including the information disclosed to those present in accordance with sub clause 23.6

#### **24. Process to be Confidential**

**24.1** Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

#### **25. Clarification of Bids and Contacting the Employer**

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

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

**25.3** Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of bidder's bid.

#### **26. Examination of Bids and Determination of Responsiveness**

**26.1** During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

**26.2** A substantially responsive "Financial Bid" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

## **27. Correction of Errors**

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

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

**27.2** The amount stated in the Financial Bid will be corrected by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 16.6(b).

- a) If the bid price increases as a result of these corrections, the amount as stated in the bid will be the "bid price" and the increase will be treated as rebate;
- b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the "bid price"

**28.** Deleted

## **29. Evaluation and Comparison of Financial Bids**

**29.1** The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.

**29.2** In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price after

- a) Making any correction for errors pursuant to Clause 27; or

- b) Making an appropriate adjustment for any other acceptable variations / deviations and
- c) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6.

- 29.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken in to account in Bid evaluation.
- 29.4 The estimated effect of the price adjustment conditions under Clause 47 of the conditions of contract, during the period of implementation of the contract, will not be taken into account in bid evaluation.
- 29.5 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's/Employer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 33 be increased and an additional performance security may be obtained at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 29.6 A bid which is unrealistically priced low and which cannot be substantiated satisfactorily by the bidder may be rejected as non-responsive.

### **30. Price Preference**

- 30.1 There will be no price preference to any bidder.

## **F. AWARD OF CONTRACT**

### **31. Award Criteria**

- 31.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined:
- i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4; and
  - ii. To be within the available bid capacity adjusted to account to his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The

contract will in such cases be awarded to the next lowest bidder at lowest evaluated bid price.

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

**32.1** Notwithstanding Clause 30, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

**33. Notification of Award and Signing of Agreement.**

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

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

**33.3.** The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

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

**34. Performance Security**

**34.1** Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of **Fivepercent (5%)** of the Contract Price, for the period of 28 days after the expiry of defect liability and maintenance period of 60 months plus additional security for unbalanced Bids in accordance with Clause 33.4 of ITB and Clause 52 Part I General Conditions of Contract and sign the contract.

**34.2** The performance security shall be either in the form of a Bank Guarantee of entire amount of 5% of contract price, in the name of the Employer, from a Nationalised bank payable in PCMC area as defined in Appendix to ITB or Demand Draft of 2% of

contract price in the name of the Employer, from a Nationalised Bank payable in PCMC area as defined in Appendix to ITB(Balance 3% amount of security deposit will be recovered from R.A. Bills)

**34.3** Failure of the successful bidder to comply with the requirement of sub-clause 34.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

**35. Advances**

**35.1 Mobilisation& Machinery Advance: Deleted.**

**35.2 Secured Advance - Deleted**

**36. Dispute Review Expert – Deleted.**

**37. Corrupt or Fraudulent Practices**

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

**The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption enforced in India, namely, Prevention of Corruption Act, 1988.**

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



**APPENDIX TO ITB**

| <b>Sr No</b> | <b>Description</b>  | <b>Clause Reference With respect to Section – I.</b> |
|--------------|---|--|
| 1            | <p>Name of the Employer is- <b>Chief Executive Officer Pimpri Chinchwad New Town Development Authority</b></p>  |  |
|              | <p><b>The Project:</b> -Construction of 20 MVA 22/11 KV-Electrical Sub Station, along with Allied Electrical HT Infrastructure work at Sector 12.</p> <p>The project includes work as per the items stated in schedule B, specifications and additional specifications and drawings. In addition, the contractor will have to prepare structural drawings and designs for the sub - station building, from licensed structural engineer having membership of Indian Society of Structural Engineers and license under category A from Pune Municipal Corporation or license as Structural Engineer from PCNTDA or from equivalent authorities. The employer shall get it vetted from PMC or COEP. The contractor shall mandatorily accept the modifications suggested while carrying out checking of such designs and drawings. The design data information is attached.</p> <p>In addition it is the responsibility of the contractor to do the liasoning with MSEDCL, Electrical Inspector Office and other government offices from time to time for inspection and handing over the infrastructure created to MSEDCL, and obtaining completion certificate from MSEDCL. Liasoning with MSEDCL is incidental to work and no additional payment will be given, All the HT and Electrical works mentioned are to be carried out based on the guidelines issued by MSEDCL from time to time.</p> | [Cl 1.1]   |

|    |  |                        |
|----|--|------------------------|
| 2  | <b>The last five year</b><br>2018-2019<br>2017-2018<br>2016-2017<br>2015-2016<br>2014-2015   |                        |
| 3  | (a) Maximum annual financial turnover on construction works should at least be <b>Rs. 8,56,00,000/-</b> in any one of the last five financial years prior to current year and current year. The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc. | [Cl. 4.4 A(a)]         |
| 4  | Value of work is   | [Cl. 4.4 A (c)]        |
|    | (c) One single Completed work of similar nature <u>in Govt. / Semi Govt Bodies, MSEDCL</u> costing not less than the amount equal to <b>Rs. 6,85,00,000/-</b> during last Five financial years prior to current year and current year updated to current cost.                                 |                        |
|    | <b>a) Deleted</b>  | [Cl. 4.4 A (d)]        |
| 5  | <b>Quantities of work are í -Deleted.</b>  | [Cl. 4.4 A (e)]        |
| 6  | The cost of electric work is <b>Rs 10,06,24,649</b> (Rupees Ten Core Six Lacs Twenty-Four Thousand Six Hundred Fourty Nine Only)   |                        |
| 7  | The cost of Civil work is <b>Rs1,33,94,588/-</b> . Included in Item (Rupees One Crore Thirty-Three Lacs Ninety-Four Thousand Five Hundred Eighty-Eight Only)   |                        |
| 8  | <b>Deleted</b>   | [Cl. 4.4 A (b)]        |
| 9  | Price level of the financial year -2018-2019   |                        |
| 10 | <b>The Pre-bid meeting will take place at – Office of Chief Executive Officer, PCNTDA<br/>On Dt. .... at 11.30 hrs</b>   |                        |
| 11 | The technical bid will be opened online at the Office of the <b>Office of Chief Executive Officer, PCNTDA</b>  | As per Online Schedule |
| 12 | Address of the Employer- <b>Office of Chief Executive Officer, PCNTDA, Akurdi District Centre, Akurdi, Pune 44.</b>  |                        |

|    |   |                        |
|----|---|------------------------|
| 13 | <b>Identification:</b><br><b>Bid for-</b> Construction of 20 MVA 22/11 KV- Electrical Sub Station, along with Allied Electrical HT Infrastructure work at Sector 12   |                        |
| 14 | The bid should be submitted latest by- <b>As per NIT</b>  | As per Online Schedule |
| 15 | The Financial bid will be opened at ----<br><b>The Office of Chief Executive Officer, PCNTDA.</b>   | As per online schedule |
| 16 | The Bank Guarantee / Draft in favour of<br><b>Chief Executive Officer, PCNTDA.</b>  |                        |
| 17 | The name of Dispute Review Expert is  | Deleted                |
| 18 | Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)<br>Year                      Multiplying factor<br>2018-19                      1.00<br>2017-18                      1.10<br>2016-17                      1.21<br>2015-16                      1.33<br>2014-15                      1.46<br>2013-14                      1.61 |                        |

**ANNEXURE-I**

**List of Key Plant & Equipment deployed on Contract Work**

**[Reference Cl. 4.4 (B) (a)]**

| <b>Sr. No.</b> | <b>Name of the Equipment</b>  | <b>Quantity</b> |
|----------------|---|-----------------|
| 1              | Small Plate Compactor   | 1               |
| 2              | Concrete Mixer with Dispensing Arrangement  | 1               |
| 3              | Excavators 1.25cum  | 1               |
| 4              | JCB or equivalent   | 1               |
| 5              | Breaker-Thyssan Krupp   | 1               |
| 6              | Truck / Dumper  | 2               |
| 7              | Water Tanker  | 1               |
| 8              | Concrete Vibrators  | 1               |
| 9              | MEGEAR  | 1               |
| 10             | Battery operated drill machines   | 10              |
| 11             | Battery operated cutters  | 04              |
| 12             | Hand Grinders Battery operated  | 02              |
| 13             | Ladders and other tools required to complete the Work                                       | 01              |
| 14             | Mobile Crane of required boom length and tip load suitable to erect and place Transformers. | 01              |

**Note : The above machinery may be either owned or hired.**

**ANNEXURE-II**

**List of Key Personnel to be deployed on Contract Work [Reference Cl. 4.4 (B) (b)]**

| Sr. No | Personnel       | Qualification                    | No. of Personnel |
|--------|-----------------|----------------------------------|------------------|
| 1      | Site Engineer   | B. E. Electrical + 05 Years Exp. | 1                |
| 2      | Site Supervisor | D. E. Electrical + 05 Years Exp  | 2                |
| 3      | Site Engineer   | Diploma. (Civil) + 10 Years Exp. | 1                |

1. Bidder shall submit the name and C.V.s along with degree certificate of above Personnel in envelope no 1. If CV doesn't fulfill the requirement of qualification mentioned above, Envelope 2 shall not be opened.
2. If Bidder fails to upload C.V.s of Key Personnel, then Bidder shall be given 24hrs time to submit the same, failing which his envelope No 2 will not be opened.

**Sample Format for Curriculum Vitae (CV) of Key Personnel**

|    |   |    |  |
|----|---|----|--|
| 1  | Proposed Position   | :- |  |
| 2  | Name of Personnel   | :- |  |
| 3  | Date of Birth   | :- |  |
| 4  | Nationality   | :- |  |
| 5  | PAN   | :- |  |
| 6  | Educational Qualifications  | :- |  |
| 7  | Employment Record   | :- |  |
|    | (Starting with present position, list in reverse order every employment held.)                                      |    |  |
| 8  | List of projects on which the Personnel has worked, Experience of similar work                                      |    |  |
|    |   |    |  |
| 9  | Details of the current assignment and the time duration for which services are required for the current assignment. |    |  |
| 10 | Period for which the person is working with tenderer -  |    |  |

Certification

- a) I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- b) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

Place \_\_\_\_\_

(Signature and name of the authorised signatory of the Applicant) and seal and sign of employer/ Bidder

Notes: Use separate form for each key Personnel

**Cl. - 34.1      The amount and validity period of the Performance Security is:**

Amount:                      5 % of the contract price shall be in the form of Bank Guarantee.

Validity Period:            (A) Performance security shall be valid until a date 28 days after the expiry of Defect Liability Period of 60 months.

The performance security shall be either in the form of a Bank Guarantee of entire amount of 5% of contract price, in the name of the Employer, from a Nationalised Bank payable in PCMC area as defined in Appendix to ITB or Demand Draft of 2% of contract price in the name of the Employer, from a Nationalised Bank payable in PCMC area and (Balance 3% amount of security deposit will be recovered from R.A. Bills), from following banks would be accepted.

**ANNEXURE - III**

(Format of affidavit to be given on Rs. 500 Non-Judicial Stamp Paper)

**AFFIDAVIT**

I, \_\_\_\_\_ Age ..... years,  
address \_\_\_\_\_  
(Authorised signatory to sign the contract), hereby submit, vide this affidavit in truth, that I  
am the owner of the contracting firm \_\_\_\_\_ / authority signatory and I am  
submitting the documents in envelope no.1 for the purpose of scrutiny of the  
\_\_\_\_\_. (Name of the work). I hereby agree to the conditions mentioned below: -

1. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope No.1.
2. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
3. I am liable for action under Indian Penal Code if any papers are found false /fraudulent during contract period and even after the completion of contract (finalization of final bill).

Signature of Authorised person  
Applicant/Contractor Name.....  
Address.....

Place: -

Date: -

.....  
E-mail.....  
Mobile No.....

Website.....



## ANNEXURE- IV

### **BUILDING DESIGN CRITERIA**

- 1) The building design and drawings shall be as per IS 875 part 1 to 5, IS 1893 2016 (part 1), IS 13920-2016, IS 456-2000, IS 4326.
- 2) The safe bearing capacity shall be ascertained by geotechnical investigation as directed by Engineer-in-charge and shall be confirmed before PCC is laid.
- 3) The foundation design shall have safe bearing capacities based on soil investigation. (As per table 4 page 13 of IS 1893-2016 (Part 1))  
The structural designers should state susceptibility to liquefaction and if yes, he should state method of stabilization.  
The depth of groundwater table should be considered in design.  
The designers should state the bearing capacity of soil for normal load in kN/Sqm and with earthquake load combination.  
If the safe bearing capacity is less than 100 kN/Sqm, the structural designer should ascertain the SBC by laboratory and field test.
- 4) The structural designers should clearly state the worst load combination as per IS 875 part V and should ensure the stability of structure as per IS 456 2000. The density of reinforced concrete is 25 kN/Cum. un-factored. The live load on floor unfactored shall be 4 kN/Sqm.  
The floor finish load of tiles shall be 1.5 kN/Sqm unfactored.  
The load of waterproofing treatment is 3 kN/Sqm.  
The higher importance factor will be considered and response reduction factor (table 8 on page 19 & table 9 on page 20 of IS 1893-2016) shall be clearly stated.
- 5) The structural designers should state the method of analysis, software platform, space frame analysis using, dynamic analysis method only.  
Provisions shall be made for increase in shear forces due to horizontal torsional moment, shall ensure story drift limitations and separation between adjacent units, and proposed gap.  
The suggestive separation between structures shall be in plane of stairwell.
- 6) The least lateral dimension for column on any story shall not be less than 300 mm.  
The spacing of stirrups in beams and columns and other concrete elements shall be as per IS 13920 2016.  
Proposed unsupported length of any column on any story shall not be more than 4000 mm.  
The designers shall not propose bent-up bars in beams.  
The overhead water tank, parapet shall be designed as vertical cantilever projection and

the designers shall increase horizontal seismic coefficient 5 times in analysis and design of such projections.

The cantilever balconies, cornices shall be designed as horizontal cantilever projection and the designers shall increase vertical seismic coefficient 5 times in analysis and design of such projections.

The concrete age factor shall not be considered in design.

The minimum grade of reinforced concrete shall be as per IS 456-2000.

The minimum grade of steel reinforcement shall be TMT Fe<sub>500</sub> & % of elongation shall not be less than 20%.

The seismic zone factor is III and zone factor Z is 0.16

The concrete cover and dimensions of all concrete members shall be as per fire resistance stipulations stated in IS 456-2000 and National Building code of India-2016. The designers should clearly state fire resistance of various concrete members in terms of time in hours.

The structural elements shall be designed by limit state method.

The contractor shall bear the cost for the proof checking of the structural design from Engineering Institute as directed by the Employer.

- 7) The quality assurance shall be as per quality assurance plan prepared by engineer-in-charge. Curing, sampling & testing of steel and concrete shall be as per IS 1786 & IS 456-2000.

The structural designers shall propose design of concrete mix.

The structural engineer shall state the weigh-batching of concrete in-gradients in SCADA controlled batching plant.

The acceptance criteria, inspection and testing of RCC work and structures shall be as per IS 456-2000 requirements

**SECTION 2**  
**QUALIFICATION**  
**INFORMATION**

## SECTION 2

### QUALIFICATION INFORMATION

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

- 1) For Individual Bidders.
  - 1.1) Constitution or legal status of Bidder (Attach Copy)  
Place of registration:  
Principal place of business  
Power of attorney of signatory of Bid *[Attach]*
  - 1.2) Total value of Similar work performed year wise in the last Five years (in Rs. Million)
  - 1.3)
    - 1.3.1. Work performed as prime contractor will be considered, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years.

| Project Name | Name of the Employer | Description of Work | Contract No. | Value of Contract (Rs. Cr.) | Date of Issue of Work Order | Stipulated date of completion | Actual Date of Completion | Remarks Explaining delay of work & work Completion |
|--------------|----------------------|---------------------|--------------|-----------------------------|-----------------------------|-------------------------------|---------------------------|--|
|              |                      |                     |              |                             |                             |                               |                           |  |

- Attach certificate(s) as stated in ITB.
- Immediately preceding the financial year in which bids are received. Attach certificate from Chartered Accountant.

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

#### A. Existing commitments and on-going works

| Description Of works | Place & State | Contract No. | Name & Address of Employer | Value of Contract in Cr. | Stipulated Period of Completion | Value of works remaining to be completed | Anticipated date of completion |
|----------------------|---------------|--------------|----------------------------|--------------------------|---------------------------------|--|--------------------------------|
|                      |               |              |                            |                          |                                 |  |                                |

- Attach certificate(s) as stated in ITB.
- Immediately preceding the financial year in which bids are received.

B. Works for which bids already submitted:

| Description Of works | Place & State | Name & Address of Employer | Estimated value of work in Cr. | Stipulated Period of completion | Date when Decision is expected | Remarks, if any |
|----------------------|---------------|----------------------------|--------------------------------|---------------------------------|--------------------------------|-----------------|
|                      |               |                            |                                |                                 |                                |                 |

- 1.5) Availability of key items of Contractor's Equipment essential for carrying out the Works [Ref. Clause 4.5(B)(a)]. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3 (d) of the Instructions to Bidders.

| Item of Equipment | Requirement |          | Availability proposals      |               |                 | Remarks (form whom to be purchased) |
|-------------------|-------------|----------|-----------------------------|---------------|-----------------|-------------------------------------|
|                   | No.         | Capacity | Owned/Leased To be procured | Nos./Capacity | Age / Condition |                                     |
|                   |             |          |                             |               |                 |                                     |

- 1.6) Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B)(b)]. Attach biographical data. Refer also to Sub Clause 4.3(e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

| Position | Name | Qualification | Year of Experience (General) | Years of experience in the Proposed position |
|----------|------|---------------|------------------------------|--|
|          |      |               |                              |  |

- 1.7) Proposed sub-contracts and firms involved. [Refer **ITB** Clause 4.3 (k)]  
 1.8) Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.  
 1.9) Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit. etc. List them below and attach copies of support documents.  
 1.10) Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.  
 1.11) Information on litigation history in which the Bidder is involved.

| Other Party(ies) | Employer | Cause of Dispute | Amount involved | Remarks showing Present Status |
|------------------|----------|------------------|-----------------|--------------------------------|
|                  |          |                  |                 |                                |

- 1.12) Statement of compliance under the requirements of Sub Clause 3.2 of the instructions Bidders. (Name of Consultant engaged for project preparation ó CEPL SC2IPL JV )  
 1.13) Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 &4.3 (I)]  
 1.14) Programme

1.15) Quality Assurance Programme

2. Deleted

3. Additional Information from Bidder

3.1 Bidders should provide any additional information required to fulfil the requirements of;

i) Affidavit

ii) Undertaking

iii) Declaration by bidder.

iv) Articles of Agreement in case of Hired Machinery required for this work.

v) Demand Draft / Bank Guarantee of Additional Performance Security Deposit. (If Applicable)

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

(CLAUSE 4.2 (i) OF ITB)

**BANK CERTIFICATE**

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

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

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

## **AFFIDAVIT**

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

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE



## **UNDERTAKING**

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

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

**SECTION-3**  
**CONDITIONS OF**  
**CONTRACT**

## Section – 3

### Conditions of Contract

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## Conditions of Contract

### A. General

#### 1. Definitions

**1.1** Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The Adjudicator (synonymous with Dispute Review Expert) - Deleted.

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

**Compensation Events** are those defined in Clause 44 hereunder.

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

**The Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3 below.

**The Contract Data** defines the documents and other information, which comprise the Contract.

**The Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

**The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer and includes technical and financial bids.

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

**Days** are calendar days; **months** are calendar months.

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

**The Defects Liability and Satisfactory Performance Certificate** is the certificate issued by Engineer, after the Defect Liability and maintenance Period has ended and upon correction of Defects by the Contractor.

**The Defects Liability and maintenance Period** is **sixty months** calculated from the Completion Date.

**Drawings** include calculations and other information provided or approved by the Engineer for the execution of the Contract.

**The Employer / Owner / Department / Client** is the party as defined in the Contract Data, who employs the Contractor to carry out the Works. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

**The Engineer** is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

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

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

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

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

**Plant** is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

The **Site** is the area defined as such in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual interpretative reports about the surface and subsurface conditions at the Site.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

**Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer after the approval from Employer, which varies the Works.

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

## **2. Interpretation**

**2.1** In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance.

Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

- 2.2** If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3** The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Agreement,
  - (2) Letter of Acceptance, Notice to Proceed with the Work,
  - (3) Contractor's Bid,
  - (4) Contract Data,
  - (5) Conditions of Contract including Special Conditions of Contract and ITB& Appendix to ITB
  - (6) Specifications,
  - (7) Bill of Quantities
  - (8) Drawings, and
  - (9) Any other document listed in the Contract Data as forming part of the contract.
  - (10) Negotiated offer etc.

### **3. Language and Law**

- 3.1** The language of the Contract and the law governing the Contract are stated in the Contract Data. However, the correspondence by employer may be in local language. The court for the disputes shall be the District Court, Pune.

### **4. Engineer's Decisions**

- 4.1** Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### **5. Delegation**

- 5.1** The Engineer, duly informing the Employer, may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

### **6. Communications**

- 6.1** Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

### **7. Subcontracting**

- 7.1** The Contractor may subcontract only Civil portion of work, up to a limit and manner specified in the document, with the approval of the Engineer but Engineer may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

## **8. Other Contractors**

- 8.1** The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

## **9. Personnel**

- 9.1** The Contractor shall employ the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data. If the personnel stated in the contract data are not deployed on site by the contractor, it will treat as a breach of contract and action will be taken as per clause 53.
- 9.2** If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

## **10. Employer's and Contractor's Risks**

- 10.1** The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## **11. Employer's Risks**

- 11.1** The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

## **12. Contractor's Risks**

- 12.1** All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

### **13. Insurance**

**13.1** The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the completion of defect liability and maintenance period for the following in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a) loss of or damage to the Works, Plant and Materials;
- b) loss of or damage to Equipment;
- c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.

**13.2** Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

**13.3** If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be debt due.

**13.4** Alterations to the terms of insurance shall not be made without the approval of the Engineer and Employer.

**13.5** Both parties shall comply with any conditions of the insurance policies.

### **14. Site Investigation Reports**

**14.1** The Contractor, in preparing the Bid, may not rely on any Site Investigation Reports if any referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid. The soil investigation reports are enclosed in Volume II and they are for information purpose only. The most responsive bidder will have to conduct soil investigation (As directed by Engineer in Charge) and prepare structural design based on this investigation only.

### **15. Queries about the Contract Data**

**15.1** The Project Co-ordinator will clarify queries on the Contract Data.

### **16. Contractor to Construct the Works**

**16.1** The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.

### **17. The Works to Be Completed by the Intended Completion Date**

**17.1** The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor,



as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

## **18. Approval by the Engineer**

- 18.1** The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with specifications and drawings.
- 18.2** The Contractor shall be responsible for design of Temporary Works.
- 18.3** The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4** The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 18.5** All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.
- 18.6** The employer will offer land parcel against undertaking for construction of temporary structures like stock yard, labour camp, laboratory and site office etc. The contractor shall give undertaking that he will remove all the temporary structures on completion of the project or at the time of termination and bring the land parcel to original status and handover the same to the employer. In case the contractor refuses to vacate the land parcel by removing the temporary establishments at the time virtual completion of the project, the employer will not issue the completion certificate, will not release the final bill and will not return the performance security. Also, employer will treat this act as fundamental breach of contract under misuse of this land parcel. The contractor shall erect fencing for this land parcel. The employer will not charge any deposit and rent against this land parcel.

## **19. Safety**

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

## **20. Discoveries**

- 20.1** Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

## **21. Possession of the Site**

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

## **22. Access to the Site**

- 22.1** The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/persons/agency authorized by:
- a. The Employer

b. The Engineer

### **23. Instructions**

- 23.1** The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.
- 23.2** The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the Employer if so required by the Employer.

### **24. Disputes**

Dispute resolution will be as per Cl. 25 below.

### **25. Procedure for Disputes**

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

The Contractor in writing shall refer the dispute along with the decision / non-decision of the Engineer to the Apex committee headed by the Collector, Pune as Chairman, Commissioner PCMC and the Chief Executive Officer, PCNTDA as members. The Chairman of the committee will appoint one technical expert also. This committee shall offer its decision within 21 days of such reference to committee.

- 25.2** The decision of the apex committee is final and binding on the contractor and the Engineer.

**25.3** The provision of arbitration is not permitted in this contract.

### **26 Replacement of Dispute Review Expert - Deleted**

## **C. Time Control**

### **27. Programme**

- 27.1** The Engineer shall issue the indent of work in stages specifying the time limit for the same as and when required. The Contractor shall submit to the Engineer for approval a programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts, using software programmes like MS Project / Primavera.
- 27.2** An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

**27.3** The Contractor shall submit to the Engineer for approval an updated Programme at intervals. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

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

## **28. Extension of the Indented Completion Date**

**28.1** The Engineer shall extend the Indented Completion Date only after the approval of Employer if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.

**28.2** The Engineer shall decide whether and by how much time to extend the Indented Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Indented Completion Date.

**28.3** **Dispute review expert under clause 24.1 – Deleted.**

**29. Deleted**

## **30. Delays Ordered by the Engineer**

**30.1** The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require prior written approval of the Employer.

## **31. Management Meetings**

**31.1** The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

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

## **32. Early Warning**

- 32.1. The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 32.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

#### **D. Quality Control**

##### **33. Identifying Defects**

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

##### **34. Tests**

- 34.1 The contractor shall be solely responsible for :
- a. Carrying out the mandatory tests prescribed in the specification of Ministry of Shipping, Road Transport and Highways, State PWD, MJP and
  - b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- 34.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

##### **35. Correction of Defects noticed in the during the Defect Liability and maintenancePeriod.**

- 35.1 The Engineer shall give notice to the Contractor of any Defects before the endof the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2. Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

##### **36. Uncorrected Defects**

- 36.1 If the Contractor has not corrected a Defect, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

## **Cost Control**

### **37. Bill of Quantities**

- 37.1** The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 37.2.** The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the work executed, with application of above / below % accepted by the employer to decide initial contract price.

### **38. Changes in the Quantities**

- 38.1** If the final quantity of the work-done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 10% of initial Contract Price, the Engineer shall adjust the rate to allow for the change.
- 38.1.1** If the final quantity of the work-done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 10% of initial Contract Price, the Engineer shall adjust the rate to allow for the change.
- 38.1.2** The Engineer shall not adjust rates from changes in quantities without the prior approval of the Employer
- 38.1.3** If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of the Bill of Quantities.
- 38.2** The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 20 per cent, except with the Prior approval of the Employer
- 38.3** If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of the Bill of Quantities.

### **39. Variations**

- 39.1** The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order only after approval from Employer, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

### **40. Payments for Variations**

- 40.1** If rates for Variation items are specified in the Bill of Quantities, the Contractor shall

carry out such work at the same rate. This shall apply for Variations only up to the limit prescribed in the Clause 37. If the Variation exceeds this limit, the rate shall be derived under the provisions of clause 40.2 and 40.3 for quantities (higher) exceeding the deviation limit.

- 40.2** If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.
- 40.3** If the rate for Variation item cannot be determined in the manner specified in Clause 40.1 or 40.2, In the absence of similar rates in Bill of Quantities the rate shall be as per the then prevailing schedule of rates of the district public works division / Maharashtra Jeevan Pradhakaran/ MSEDCL and the rate derived by application of above / below % accepted for this contract whichever is lower. The decision of the Employer on the rate so determined shall be final and binding on the Contractor.  
If the rates are not available in above referred schedule of rates, the rate analysis shall be submitted by the contractor based on market prices. If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- 40.4** If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 40.5** The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

#### **41. Cash Flow Forecasts**

- 41.1** When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

#### **42. Payment Certificates**

- 42.1** The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.
- 42.2** The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question.
- 42.3** The value of work executed shall be determined, based on measurements by the Engineer.
- 42.4** The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 42.5** The value of work executed shall also include the valuation of Variations and Compensation Events.

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

**42.7** The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract after 12 months of completion but before the end of the Defects Liability and maintenance Period. The Engineer shall certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the Contractor's revised account.

### **43. Payments**

**43.1** Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Engineer will scrutinize the bill and after due verification certify the bill for the payment. The Employer may get the work verified, through some designated officer equivalent to the rank of Junior Engineer, Deputy Engineer & Executive Engineer. Such designated officers shall verify the work to the extent of 10%, 10% and 5% before they recommend the bill for payment. The Employer shall pay the Contractor the amounts Engineer had certified within 28 days of the date of each certificate.

**43.2** The Employer will appoint an officer and notify to the contractor, who shall make the payment certified by the Engineer.

**43.3** Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

### **44. Compensation Events**

**44.1** The following shall be Compensation Events unless they are caused by the Contractor:

- a) The Engineer orders a delay or delays exceeding a total of 90 days.
- b) The effects on the Contractor of any of the Employer's Risks.

**44.2** If a Compensation Event would prevent the Works being completed before the Indented Completion Date, the Indented Completion Date shall be extended. The Engineer shall decide whether and by how much the Indented Completion Date shall be extended after the approval of Employer.

Deleted

### **45. Tax**

(Goods and service Tax) Act, 2017 have come into force with effect from 1st July 2017. Accordingly, there is change in the indirect tax regime and the tax rates. State/Central taxes which are subsumed within the GST include central excise duty, state VAT, Central sale Tax, Purchase tax etc. As per the circular of finance department, Government of Maharashtra Circular (Finance Department): GST-1017/C.R.81/.Karadhan-1, dated-

19th August, 2017. Sr.No. **The bidders/tenders have to quote their bids without GST. GST shall be payable on accepted Contract value.**

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. In case if GST is exempted for Affordable Housing under PMAY and related Infrastructure works, the employer will not pay any amount. However, if there is valid refund of any duties, taxes, royalties and other levies is received by the contractor during entire period of the contract, (on account of exemption / reduction by the Government) the same shall be recovered by the employer and will be considered in releasing payment to the contractor. In no case such refund will belong to the contractor.

**GST Registration and TDS over GST-**

It is mandatory for the bidder to register themselves under GST and the documentary proofs should be submitted in Envelope-

1. This section 51 of the CGST & SGST Act, provides that every department or establishment of the central Government or the State Government to deduct tax at source (TDS) at the rate of 1% each for SGST and CGST from the payment made to the deducted. Thus total value of deduction would be 2%. However the prevailing Govt resolution about GST will supersede this Clause or any other Clause related with GST given in this Tender document.

Note-I) In case of inter states supply TDS is 2% under IGST

#### 46. Currencies

All payments will be made in Indian Rupees.

#### 47. Price Adjustment

47.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data:



- a) The price adjustment shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- b) The price adjustment shall be determined during each month from the formula given in the contract data.
- c) Following expressions and meanings are assigned to the work done during each month.

P= As stated in Contract Data

47.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

#### 48. **Retention**

Deleted

#### 49. **Liquidated Damages**

49.1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

49.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1.

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

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

49.4. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking ó Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such

Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

50 Bonus ó Deleted

51. Advance Payment including Secured Advance ó As stated in ITB Clause no. 35.2 .

**52. Securities**

**52.1** The Performance Security equal to 5% (five percent)[(and additional security for unbalanced bids)]of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data. The Performance Securityshall be valid until a date 28 days from the date of expiry of Defect Liability and maintenance Period of 60 months and Additional performance and additional security for unbalanced bids shall be valid until a date 90 days from the date of issue of the certificate of completion and handing over with MSEDCL.

53. Deleted

**54. Cost of Repairs**

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

**Finishing the Contract**

**55. Completion**

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

**56. Taking Over**

**56.1** The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion of defect liability and maintenance period of 60 months by the Employer.

**57. Final Account**

**57.1** The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract after 12 months of completion but before the end of the Defects Liability and maintenance Period. The Engineer shall certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has

been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the Contractor's revised account.

## **58. Operating and Maintenance Manuals**

**58.1** AS built drawings and maintenance manuals are to be prepared by contractor final bills on or before the dates informed by Engineer. The Engineer shall modify the maintenance manuals if required and approve within 15 days of such submission by contractor.

**58.2** If the Contractor does not supply the Drawings and/or manuals by the dates stated in the by the Engineer, or they do not receive the Engineer's approval within given time frame, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor. In such event Engineer may prepare drawings / maintenance manuals which are binding on the contractor at his risk and cost and Engineer shall recover the amount stated in the contract data from payments due to the contractor.

## **59. Termination**

**59.1** The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

**59.2** Fundamental breaches of Contract include, but shall not be limited to, the following:

- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer/Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 49;
- f) the Contractor fails to provide insurance cover as required under clause 13;
- g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or

after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- h) if the Contractor has not completed at least thirty percent of the value of Work required to be completed after half of the completion period has elapsed;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- j) any other fundamental breaches as specified in the Contract Data.
- k) The contractor misuses the land parcel offered by the employer.

**59.3 Deleted**

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

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

**60. Payment upon Termination**

**60.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

**60.2** If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

**61. Property**

**61.1** All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance work if the Contract is terminated because of the Contractor's default.

**62. Release from Performance**

**62.1** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that

the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

## **F. Special Conditions of Contract**

### **1. LABOUR :**

The successful tenderer will be required to produce to the satisfaction of the specified concerned authority, valid and concurrent licence issued in his favour under the provisions of the Contract Labour (Regular and Abolition) Act, 1970, before starting the work. Failure to do so, acceptance of the tender shall be liable to be withdrawn and security deposit forfeited.

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

Payment to labour/staff of Contractor. GR No: Tender-2016/Pr.Kr.10/2015 Computer Desk  
Dated: 09/12/2016 of Public Works Department.

Contractors shall submit certificate to the effect that "All the payments to the labour/staff are made in bank accounts of staff linked to Unique Identification Number (AADHARCARD)." This certificate shall be submitted by the contractor within 60 days from the commencement of contract. If the time period of contract is less than 60 days then such certificate shall be submitted within 15 days from the date of commencement of contract.

## **COMPLIANCE WITH LABOUR REGULATIONS :**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or

observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

**SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

- a) Workmen Compensation Act 1923 :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972 :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952 :The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :
- (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951 :- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948 :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.
- g) Payment of Wages Act 1936 :- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

- h) Equal Remuneration Act 1979 :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965 :- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) Industrial Disputes Act 1947 :- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946 :- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926 :- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986 :- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmenø (Regulation of Employment & Conditions of Service) Act1979 :- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 :- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess



at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p)Factories Act 1948 :- The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

**ARBITRATION (GCC Clause 25.3) Deleted.**

### **Drawings and Photographs of the Works**

The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 59.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

### **The Apprentices Act 1961**

The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

# **SITE HSE PLAN**

## **(Health, Safety and Environmental Plan)**

### **1.0 INTRODUCTION**

#### **1.1 SCOPE AND APPLICABILITY**

This document defines the Health, Safety and Environmental management system requirements of BIDDER Limited during the execution stage of project at construction sites. These requirements are applicable to all active sites managed by BIDDER.

Requirements defined in the manual are applicable to all personnel of BIDDER and their sub-contractors working on the project. In case any work is to be carried out within or affected area of existing facility of client, the norms as specified by the Owner / Project Management Consultant (PMC) shall prevail and supersede these requirements.

#### **PURPOSE**

The purpose of this manual is to ensure that all persons concerned with the project carry out the effective management of occupational health and safety in all activities in order that people, plant and the environment are not exposed to any undue risks / impacts.

#### **ADMINISTRATION**

The Site In charge & team are responsible for the communication and enforcement of the requirements defined in the site HSE Manual.

### **2.0 Duties and responsibilities**

#### **2.1 Responsibilities of all personnel working at site (Including persons working on behalf of BIDDER and other person directly associated with our business, visiting the work place)**

All personnel working at site have responsibility to work safely, prevent pollution and comply with BIDDER policies, plans and procedure. They shall comply with the requirements of BIDDER's HSE management System.

They shall take reasonable care of their own health, safety and ensure that their actions do not adversely affect the safety of co-workers, plant and property.

#### **Site In-charge**

Main Responsibilities of Site In-charge shall be:-

- Providing inputs for updating site HSE Manual for site specific requirements

- Coordinate, the site HSE activities, and effective implementation of Site HSE Manual
- Authorize disciplinary actions, as required.
- Be informed / participate in incident analysis.
- Co-ordinate with the Corporate Office.

Site HSE In charge:

The HSE function at the site may be headed by Site HSE in charge. Main

Responsibilities of Site HSE In charge shall be:-

- Site HSE in charge reports to site in charge and shall assist site management to effectively implement the requirements of Site HSE Manual.
  - Liaison with Owner and Sub-contractors representatives on HSE matters on behalf of site in charge.
  - Co-ordinate with subcontractors for implementation of requirements of this manual
  - Ascertain HSE awareness of all personnel on site.
  - Ensure compliance and in case of violations initiate disciplinary action, as required.
  - Verify and maintain the statistical data submitted by subcontractors.
  - In case of any accident / incident, conduct analysis and suggest corrective measures as required.
  - In case of Major/Fatal accidents organise investigation by HSE in charge of other site
  - Investigation for Minor incidents will be done by respective HSE In charge only
- The Site HSE In charge is in charge of all general aspects of site HSE. In particular role and responsibilities of Site HSE in charge during various phases of site activities shall be:-

At start of works:

- Conducting periodic inspection of equipment in general and, in particularly for equipment required by regulations and/or Owner standards.
- Checking suitability of Personal protective equipment (PPE) for intended use.
- Review and provide inputs on Hazard Identification and Risk Assessment (HIRA) and Environmental aspects for the site for updating Site HSE Manual.

During the execution of the works:

- Performing periodic inspections to ensure compliance with BIDDER's HSE standards and requirements.
- Participate as an observer in construction meetings in order to be able to forestall any new risks/ aspects.
- Organise periodic meetings with Sub-contractor's representatives, once in a six months to discuss typical problems and particularly important aspects of HSE.

- Taking particular care whenever subcontractor is to undertake a new type of work that may involve special risks. Such special risks, if any, should always be well communicated and special procedures shall be instituted.
  - Organize Daily tool box talks by site supervisor & weekly by HSE Incharge.
  - Maintain copies of all necessary work permits in order to ensure compliance with their conditions and regulations.
  - Safety committees review meetings shall be organized once in three months for project sites smaller than Rs. 100 crores and once in a month for project sites more than Rs. 100 Crores.
- End of works:
- Drawing up an HSE statistical overview of the entire construction period.

#### Main Responsibilities of Sub-contractor

- Subcontractors shall be responsible for the HSE of their own activity, personnel and property on site assigned for their scope of work. They shall also be responsible for compliance with all applicable local statutes, rules, regulations and BIDDERS HSE Requirements, as defined in this manual.
- Subcontractors should ensure that the requirements are read, understood and implemented throughout the duration of the Contract.
- Site organisation should have competent safety officer(s) depending up on the number of workers to be generally deployed by the subcontractor.

#### Welfare of construction workers

##### Drinking Water Arrangement

- Sufficient supply of Portable water shall be maintained at site. The portable of drinking water shall be checked periodically, specifically in case of change of source.
- Water storage tanks shall be inspected / cleaned at least once in a month.
- Nearby area shall be kept clean and drained.
- Water quality shall be tested for portability at least once in six months, if it is not packaged drinking water.

##### Toilets

- Sufficient number of latrines and urinals shall be provided.
  - Latrines shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings
- I Where both male and female construction workers are employed, outside each block of latrines or urinals a notice containing indicating therein "For Men Only" or "For Women Only", as the case may be shall be displayed. The notice shall also be displayed in local vernacular language
- II Such notice shall also bear the figure of a man or of a woman, as the case may be.
- Latrines and Urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

- Latrines and Urinals other than those connected with a flush sewage system shall comply with the requirements of the local public health authorities
- Water shall be provided by means of a tap or otherwise, so as to be conveniently accessible in or near every latrine and urinal.

### **Canteens**

- In every place wherein not less than two hundred and fifty construction workers are ordinarily employed, the employer shall provide an adequate canteen in the manner as specified in the Building Workers Rules for the use of construction workers.
- The canteen shall consist of a dining hall with furniture sufficient to accommodate construction workers using such canteen, a kitchen, a store room, a pantry and washing places separately for construction workers and for utensils.
- The canteen shall be sufficiently lighted at all times when any person has access to it.
- The floor of canteen shall be made of smooth and impervious material and inside walls of canteen shall be lime-washed or colour-washed at least once in every six months and that the inside walls of the kitchen of such canteen shall be lime washed once in every three months.
- The precincts of the canteen shall be maintained in a clean and sanitary condition.
- Waste water from canteen shall be carried away in suitable covered drains and shall not be allowed to accumulate in the surroundings of such canteen.
- Suitable arrangements shall be made for the collection and disposal of garbage from such canteen.
- Building of the canteen shall be situated at the distance not less than 15 metres from any latrine or urinal or any source of dust.

### **Workers Rest Shelter**

- Separate rest shelter shall be maintained for male and female workers. Rest shelters shall be kept clean.

### **First Aid**

- Sufficient number of first aid boxes shall be provided and maintained for providing first-aid to the workers. Stretcher shall also be made available at site.  
Every first-aid box shall be distinctly marked "First Aid" and shall be equipped with the articles as specified below:
  - Paracetamol /crocin            10 tabs
  - Bandage clothe                    2 rolls

- Bandage cotton                    2 rolls
- Bentadine solution                1 bottle
- Cotton ear buds                    20 nos
- Soframycin / Silverex            1 tube
- Moov Ointment                    1 tube
- Gentamycin                        1 tube
- Band-aid                            5 nos
- Scissors                            1 no

First Aid boxes shall be kept in the charge of a person trained in first-aid and shall be readily available during working hours. For the purpose, sufficient number of personnel shall be trained on First aid.

The first aid boxes shall be checked every month for the contents and "Use before Date", and shall be topped up as required. Record of checking of first aid boxes shall be maintained.

### **3.0 SITE HSE Requirements**

Following are the minimum requirements, but not limited to, with regards to HSE for various aspects at Construction site.

#### **Site Office Safety**

Office equipment and furniture shall be provided and maintained in safe working order. Awareness of all the personnel working in these temporary facilities with regards to following arrangements / requirements should be ensured:-

#### **Fire**

- All personnel shall be familiar with evacuation procedures, escape routes and safety exits.

#### **Electrical:**

- No office electrical equipment shall be used in faulty or unsafe conditions.
- Only a qualified person shall repair faulty electrical equipment.
- Leads on equipment shall not be routed in such way that they may cause a tripping hazard across walkways, corridors or open spaces.
- "Please switch off power when not in use" note shall be displayed at all locations.

#### **Furnishings and Fittings:**

- Safety shall be the prime consideration when arranging furniture and fittings in any office space.
- No furniture shall block or restrict movements in walkways, corridors, or other escape routes.

**Flammable Material and Solvents:**

- All flammable liquids (such as toners for photocopiers) shall be handled and stored with care. Only a minimum quantity for ready use shall be stored. They should be stored in the shade and away from any source of heat, potential ignition or naked flame.

**First Aid Box:**

At least one First-aid box (with specified contents) shall be available and kept conspicuously identified at the office. List of First-aiders shall be maintained at the office.

HSE In charge shall be immediately notified for any personnel injury.

**Drinking Water**

Sufficient supply of Potable water shall be maintained. Potable of drinking water shall be checked periodically, specifically in case of change of source. Pot ability test for drinking water is not in applicable in case of Mineral water /ROPS systems / Aqua guard Purification system.

**Toilets**

Toilets shall be provided according to the Contract requirements.

**Exits**

Every office building shall be provided with exits sufficient to permit the prompt escape of occupants in case of emergency.

Exits and the access and egress from exits shall be maintained so that they are unobstructed and are accessible at all times. Exits shall be identified conspicuously.

All exits shall discharge directly to an open space that gives safe access to a public way.

**3.2 Control of Visitors**

Concerned BIDDER officer shall ensure that the visitors at work place are made aware of relevant HSE requirements.

The following shall be ensured:

- The visitor shall be briefed on the safety norms pertinent to the visitor's work.
- The visitor shall be informed of the requirement of use of PPEs depending on the nature of work and work location to be visited.
- The visitor shall be informed of "No Smoking" Requirement.
- Requisite PPEs shall be provided to the visitor. The visitor shall ensure that the same are used properly.
- Safe route from the office to site shall be shown to the visitor. The visitor shall be strictly advised not to loiter around the site.
- Smoking zones shall be identified

### 3.3 Vehicle Movement

Following shall be ensured:-

- Only Licensed drivers shall drive the vehicle.
- Speed limits shall be clearly displayed. Speed limits shall be observed strictly.
- Vehicles shall be parked at the designated parking place.
- No vehicle shall be parked under LT / HT power lines.
- Vehicles shall not block emergency evacuation road, escape path, access road for fire tenders / rescue vehicles etc.
- No worker shall take rest / sleep under any vehicle.

### 3.4 Storage of Flammable Liquid

Flammable liquid at project site may include Diesel, Lubricating Oil, and Construction chemicals etc. The following measures shall be taken:

- Flammable liquid containers shall be stored on concreted floor. Dyke wall around the storage tank / drum shall be provided to prevent loss of containment.
- Electrical connection in the flammable liquid store shall not be provided.
- In the case of storage in tanks, the capacity of the tank shall be conspicuously marked on the tank.
- Smoking, fire near the storage area shall be prohibited. Caution board to the effect shall be displayed.
- Foam type fire extinguishers and Sand buckets shall be provided near the storage area.
- No receptacle containing flammable liquid shall be repaired unless thoroughly cleaned and freed from the liquid.
- Decanting of flammable liquid from the drums shall be carried out using hand pumps.

| Type of Extinguisher              | Type of Fire                               |   |                                       |   |
|-----------------------------------|--|---|---------------------------------------|---|
|                                   | General paper, wood, carbonaceous material | Inflammable Liquids ó HSD, Kerosene etc | Inflamable Gases, Acetylene, LPG etc. | Electrical motor, Cable, Switchgear installation. |
| Soda Acid                         | Yes  |   |                                       |   |
| Chemical Foam                     |  | Yes                                     |                                       |   |
| Dry Chemical Powder (DCP)         |  | Yes                                     | Yes                                   | Yes   |
| Carbon dioxide (CO <sub>2</sub> ) |  | Yes                                     | Yes                                   | Yes   |



## **Guide for Selection of Fire Extinguishers**

### **3.5 Storage of Gas Cylinders**

The following measures shall be taken:

- Gas cylinders shall be stored in areas away from direct sunlight.
- The LPG, Oxygen and Dissolved Acetylene cylinders shall be stored in upright position; each cylinder shall be chained individually.
- Cylinder valve shall be protected using metal cap.
- Electrical connection in the gas cylinder storage area shall not be provided.
- Smoking, fire near the storage area shall be prohibited. Caution board to the effect shall be displayed.
- Oil and lubricants shall not be used on valves or other fittings of cylinders.
- Foam type fire extinguishers and Sand buckets shall be provided near the storage area.
- Trolleys shall be used for moving cylinders.

### **3.6 Fire Safety Management**

Fire Safety Management efforts shall include, but not be limited to, the following:

- Ensuring that storage of flammable liquid complies with the requirements defined in the Site HSE Manual.
- Ensuring that storage of gas cylinders complies with the requirements defined in the Site HSE Manual.
- Welding and cutting equipment shall be maintained in good order and shall be checked periodically.
- Work areas shall be kept clean and free of combustible waste and scrap materials.
- Smoking / fire shall be prohibited throughout the flammable premises.
- Suitable and sufficient firefighting equipment (including fire extinguisher) shall be maintained near all those locations having potential for fire.
- The firefighting equipment shall be inspected and refilled in accordance with manufacturers' recommendations.
- The list of firefighting equipment, along with their location, type, capacity and inspection / refilling date shall be maintained.
- Access to firefighting equipment shall be unobstructed.
- Personnel working at the site shall be trained on safe working practices in relation to fire prevention and protection.

### **3.7 Work Permit System**

Work Permit System shall be implemented to prevent HSE Incident during the course of the activity.

Applicability of work permit shall be governed by the type of construction site, and shall be discussed and agreed with the client. Normally, the following Work Permits may apply:

- Working at height
- Confined space entry
- Electrical Installation
- Radiography

### **3.8 Construction Equipment**

#### **Acceptance / inspection of construction equipment prior to deployment at site**

Inspection of following construction equipment shall be carried out prior to their deployment at the site by the concerned Engineer / Safety Office.

- Welding machines
- Gas Cutting set
- Cranes / Hydra
- Earth Moving Machinery
- Lifting tools and tackles
- D G Sets

Concerned Site Engineer & Safety Officer shall inspect the equipment as per the prescribed checklist. Record of checking shall be maintained.

#### **Periodic Inspection of Construction equipment**

Periodic inspection of equipment shall be carried out at least once in a quarter and record shall be maintained.

Additionally, for lifting equipment, inspection shall be carried out prior to use in critical activity, e.g. heavy lift.

### **3.9 Hand, Air, and Electrical Tools**

- Tools shall be used only for their intended purpose.
- Employees shall report damaged and defective tools to their supervisor or return them to the tool room for proper tagging and repair.
- Damaged or defective tools shall be taken out of service, tagged "Do Not Operate" and stored in a controlled area until appropriate repairs have been made.
- Tools shall not be altered in any way and shall be operated in accordance with manufacturers' specifications.
- Tools, such as saws and grinders, shall have guards in place during their operation.
- Persons who operate earth compactors, rollers, chisel impact hammers, and other such tools shall wear appropriate protective footwear.
- Tools shall not be abused and shall be kept in good operating condition.

- Tools shall be inspected prior to each use for defects such as cracked handles, damaged cutting edges, splitting or cracked parts, and broken adjusting components. Damaged tools shall not be used.
- All electrically powered tools shall have double insulation or connection to earth (ground).
- The pressure of compressed air used for component cleaning purposes must be low pressure to prevent dust and debris from creating hazards. Compressed air shall not be used for cleaning or blowing dust from any part of the body or clothing.
- Airline hoses for tools and other equipment will be secured together using anti whip lines to prevent uncontrolled whipping in the event hose couplings become separated while under pressure.
- Temporary construction outlets used for 230 V tools shall be protected by an assured connection-to-earth- system.
- Portable grinders shall be provided with hood type guards with side enclosures that cover the spindle and at least 50% of the wheel. All wheels shall be inspected regularly for signs of fracture.
- Bench grinders shall be equipped with deflector shields and side-cover guards. Tool rests shall have a maximum clearance of 3mm between the wheel and grinding stone.
- Air supply lines shall be protected from damage, inspected regularly, and maintained in good condition.
- Hoses and hose connections used for connecting compressed air shall be designed for the planned pressure and service.

### **3.10 Electrical Safety**

- All electrical connections shall be done by an electrician with valid license.
- One licensed electrician shall be made available at site round the clock to attend to the normal / emergency jobs.
- All switch boards / welding machines shall be kept in well ventilated and covered shed. The shed shall be elevated to avoid water logging. No flammable material shall be used for construction of the shed. Similarly flammable materials shall not be stored in and around.
- Earth Leakage Circuit Breakers (ELCB) shall be used on all temporary electrical connections.
- Industrial type extension boards and plug sockets shall be used.
- The temporary cables used shall be free from cuts, damaged insulation, kinks or improperly insulated joints.
- All power supply cables shall be laid properly and neatly so that they don't cause hindrance to persons working and no physical damage also takes place to the cables during various construction activities.
- Proper grounding shall be ensured for all switch boards and equipment including portable ones prior to taking into service.

- Electricians shall be provided with approved tools and personal protective equipment such as rubber gloves mats etc.

### **3.11 Scaffolds and Platforms**

- All scaffolding shall be of sound construction. A competent person must inspect each scaffold.
- All scaffolding and platforms shall be equipped with toe boards, mid-rails, top rails; and access ladders.
- Personnel who are conversant with and competent to perform this work shall erect scaffolding and platform.
- Scaffolding and platform shall be removed according to construction requirements and when work has been completed.
- Where a scaffold / platform is erected in an area where the construction activities may pose hazards to pedestrians or vehicular traffic nearby from the falling of objects, wire nets or screening nets shall be used to envelope such scaffold / platform.

### **3.12 Ladders**

- All ladders used at the project site shall be of sound construction. Ladders shall be inspected prior to each use, and a quarterly inspection will be conducted by a competent person.
- Ladders with broken or missing rungs, broken or split side rails, or otherwise damaged, shall not be used and shall be removed from the project.
- All portable ladders shall be equipped with non-skid safety feet and shall be placed on a stable base. The access areas at the top and bottom of ladders in use shall be kept clear of obstructions.
- The side rails shall extend above the landing. When this is not practical, grab rails shall be installed. All ladders in use shall be tied, blocked, or otherwise secured to prevent an accidental displacement.
- Tripod ladders (ladders with three legs) are prohibited on the project. All folding ladders shall have four supporting rails or legs.
- Only non-metallic, wooden, approved ladders shall be used during electrical operations where employees may come into contact with electrical circuits or systems.

### 3.13 Excavation

- All excavation work shall be planned and the method of excavation and the type of support work required shall be decided, in consultation with Construction Manager, considering the following:
  - Stability of the ground
  - Excavation will not affect adjoining building, structures etc
  - Presence of underground pipes, cables etc
- Sites of excavation shall be thoroughly inspected:
  - Daily, prior to each shift and after interruption in work of more than one day
  - After every blasting operation
  - After an unexpected fall of ground
  - After heavy rains
- Safe angle of repose shall be maintained while excavating trenches exceeding 1.5 meters. Slope shall, usually be not less than 45°. Suitable bench of 0.5 metre width shall be provided at every 1.5 meters depth of excavation in all type of soil except for hard rock. In case benching is not possible, proper shoring and strutting shall be provided to prevent cave-in or slides.
- Barricading of 1 metre height (with red and white band) shall be provided for excavations beyond 1.5 metres depth. Two entries /exits shall be provided for such excavation.
- Excavated earth shall not be placed within 1 meter of the edge of the trench or depth of the trench, whichever is greater.
- Vehicles shall not be allowed to operate too close to the excavated area. At least 2 meters distance shall be maintained from the edge of excavation. No load, plant or equipment shall be placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endanger any person unless precautions such as the provision of shoring or piling are taken to prevent the slides.
- During rains, the soil becomes loose. Additional precautions shall be taken to prevent collapse of side wall.
- Necessary precautions shall be taken for underground utility lines such as cables, sewers, pipelines etc. Position of buried utilities shall be located by referring to plant drawings, if available. Necessary clearances from the concerned authorities shall be obtained before commencement of the excavation job.
- In case of mechanized excavation, precaution shall be taken to not to allow anybody to come within one metre of extreme reach of the mechanized excavator. The excavator shall be operated by a well trained experienced operator. While not in operation, the excavator shall be kept on firm ground with excavator shovel resting on the ground. Wheels of excavator shall be suitably jammed to prevent any accidental movement of the excavator.
- Water shall be pumped out, if any accumulates in the trench. Necessary precautions shall be taken to prevent entry of surface water in trenches.
- In case of excavation in the vicinity of any existing building / structure, approval shall be obtained on the excavation method from Construction Manager.

### **3.14 Reinforcement Work**

- Workers carrying out reinforcement work shall use proper personal protective equipment, such as Safety Helmet, Safety Shoe and Gloves.
- Hand shall not be placed below the rods for checking clear distance. Measuring device shall be used for the purpose.
- Loose clothes shall not be worn while checking the rods.
- To carry out welding / cutting of rods, safety procedures / precautions as mentioned in Section 'Cutting & Welding' shall be followed.
- For supplying of rods at height, proper staging and / or bundling shall be provided.
- For short distance carrying of materials on shoulders, suitable pads shall be used.
- While transporting rods by trucks / trailers, the rods shall not protrude in front of or by the sides of driver's cabin. In case such protrusion cannot be avoided behind the deck, then it should not extend 1/3<sup>rd</sup> of deck length or 1.5 meters whichever is less and shall be tied with red flags / lights.

### **3.15 Concreting Work**

- Stability of shuttering work shall be checked before starting concreting work.
- Concreting area shall be barricaded, if pouring at height / depth.
- Vibrator hoses, pumping concrete accessories shall be kept in healthy condition.
- Pipelines in concrete pumping system shall not be attached to temporary structures such as scaffolds and formwork support as the forces and movement may affect their integrity.
- Safety cages / guards around moving motors / parts of concrete mixers shall be in place.
- Concrete mixers shall be provided with hoppers.
- Concrete mixers shall be inspected for their condition at start of work.
- Concrete mixers shall be maintained well so as not to generate excessive noise.
- Earthing of electrical mixers, vibrators etc shall be done and verified.
- Personal protective equipment such as gloves, safety shoe, gum boots and safety helmet shall be used while dealing with concrete, and nose mask shall be used while dealing with cement.
- Cleaning of rotating drums of concrete mixers shall be done from outside. Lockout devices shall be provided where workers need to enter.
- Adequate lighting arrangement shall be ensured for carrying out concrete work during night.

- During pouring, shuttering and its supports shall be continuously watched for defects.

### **3.16 Welding & Gas Cutting**

- Dry Chemical Powder (DCP) type fire extinguisher shall be ready for instant use in any location where welding is being performed.
- Screens, shields, fire blanket or other safeguards shall be provided for the protection of personnel, equipment and materials exposed to sparks, slag, falling objects, or the direct rays of the arc, and molten slag or sparks.
- Welders shall wear approved eye and head protection. Persons assisting the welder shall also wear protective glasses.
- Electric welding equipment, including cable, shall meet the requirements of the National Electrical Code. Welding practices shall comply with applicable regulations.
- Approved and well-maintained apparatus, such as torches, manifolds, regulators or pressure reducing valves shall be used.
- Electric welding cable leads shall be hung in an elevated position wherever they could create a tripping hazard, and protected from damage by moving equipment or materials.
- Welding leads or cords that cross a pathway or roadway shall be protected from damage by underground burial or otherwise protected with wood, conduit or other such means.
- Welding lead with worn out or broken insulation shall be taken out of service or repaired by the concerned agency. Ground lead can be repaired with tape. Grounding shall be done within 180° of the work.
- Compressed gas cylinders shall be properly secured and stored in an upright position.
- All compressed gas cylinders shall be secured in place during use and storage. When not in the gas storage area, all cylinders shall be kept in a cylinder cart, and the cylinders chained.
- Cylinders shall be returned to the main storage area when they become empty.
- Cylinders shall be transported in an upright position. Cylinders shall not be hauled in equipment beds or truck beds on their side. Cylinders lifted from one elevation to

another shall be lifted only in racks or containers designed for that purpose. Slings shall not be used to hoist cylinders.

- Compressed gas cylinders shall not be transported with gauge attached. The gauges shall be removed from cylinders and protective caps provided in place, during their transportation.
- Acetylene cylinder key for opening valve shall be kept on the valve stem, while cylinder is in use, so that the acetylene cylinder could be quickly turned off in case of emergency.
- Flash back arrestor shall be used to prevent back fire in acetylene / oxygen cylinder.
- The valves of compressed gas cylinders shall be completely closed when not in use.
- Lubricants shall not be used on oxygen line connections and copper fittings on acetylene lines.

### 3.17 Personal Protection Equipment

- Equipment complying with relevant IS standards and carrying ISI mark shall be used.
- Equipment that has been altered in any way shall not be worn.
- Equipment used shall be suitable for the purpose.

#### Recommended Matrix for PPE Usage

| PPE Category /<br>Category of Personnel | Helmet | Safety Shoe | Apron | Hand Gloves | Welding Gloves | Welding Screen | Goggles | Safety Belt /<br>Full body<br>Harness | Nose Mask | Ear Plug /<br>Ear Muff |
|---|--------|-------------|-------|-------------|----------------|----------------|---------|---------------------------------------|-----------|------------------------|
| Engineer & Above                        | M      | M           | R     | R           | NA             | NA             | R       | AA                                    | AA        | AA                     |
| Supervisors                             | M      | M           | R     | AA          | NA             | AA             | R       | AA                                    | AA        | AA                     |
| Surveyor                                | M      | M           | R     | NA          | NA             | NA             | AA      | NA                                    | AA        | AA                     |
| Welder                                  | M      | M           | M     | NA          | M              | M              | NA      | AA                                    | AA        | AA                     |
| Grinder                                 | M      | M           | R     | M           | NA             | NA             | M       | AA                                    | AA        | AA                     |
| Gas Cutter                              | M      | M           | M     | M           | NA             | NA             | M       | AA                                    | AA        | AA                     |
| Helpers                                 | M      | M           | R     | M           | NA             | NA             | AA      | AA                                    | AA        | AA                     |
| Masons                                  | M      | M           | R     | AA          | NA             | NA             | NA      | AA                                    | AA        | AA                     |
| Riggers                                 | M      | M           | R     | M           | NA             | NA             | NA      | AA                                    | AA        | AA                     |



|                 |   |   |   |    |    |    |    |             |    |    |
|-----------------|---|---|---|----|----|----|----|-------------|----|----|
| Plant Operators | M | M | R | AA | NA | NA | AA | NA          | AA | AA |
| Driver          | M | M | R | NA | NA | NA | NA | Safety Belt | AA | AA |
| Painter         | M | M | R | M  | NA | NA | M  | AA          | M  | AA |
| Shot blaster    | M | M | R | M  | NA | NA | M  | NA          | M  | M  |

Legend:

M Mandatory

R Recommended

AA As Applicable

NA Not Applicable

### **3.18 Housekeeping**

Housekeeping is an act of keeping the working environment cleared of all unnecessary waste and materials and in a clear and orderly status.

- Work areas, passageways, stairways, and all other areas shall be kept free of debris, equipment, and materials.
- Appropriate refuse containers shall be placed strategically and used for disposal of scrap materials and other debris.
- Liquids (such as paints, solvents, thinners, oils, and greases) and material or containers which have contained chemicals shall be disposed of in accordance with Procedure on hazardous waste management.
- Storage areas shall be kept clean and materials neatly stacked or placed. Materials shall be stored or placed in an orderly manner.
- Lunch or eating areas shall be kept clean and free of all food scraps, wrappers, cups, and other disposable items.
- All scrap timber, waste material, and rubbish shall be removed from the immediate work area as the work progresses.
- All solvent waste, oily rags, and flammable liquids shall be kept in fire-resistant containers until removed from the work site.
- Electric welding leads, cords, wires, electrical cables, hoses, and other temporary systems shall be kept off the walking surface in an elevated position.

## **Environmental & Waste Management Practices at site**

### **4.1 Control of Air Pollution**

#### **4.1.1 Air pollution control during transportation of construction materials**

- Vehicles with open load carrying area shall not be used for moving potentially dust producing materials. Vehicles shall have properly fitting side and tailboards.
- Materials having the potential to generate dust shall not be loaded to a level higher than the side and tailboards, and shall be carried in vehicles covered with cover lids.
- The haulage road at the construction site, if dusty shall be watered regularly.

#### **4.1.2 Air pollution control during storage of construction materials**

- Excavated materials shall be placed in the designated dumping / disposal area.
- The materials shall be placed in a manner that will minimize dust generation.
- Excavated materials shall be stabilized during summer season, each day, by watering at regular intervals.
- The heights from which materials are dropped shall be limited to 1.5 metres to limit fugitive dust emission.
- Water spray shall be used to prevent dust generation from piles of raw sand, aggregates and similar materials, during dry and windy weather.
- Cement shall not be stored in an open area; it shall always be stored in a covered shed.

#### **4.1.3 Air pollution control during construction activities**

- Water spray shall be used during the unloading and handling of raw sand, aggregates and similar materials, when dust is likely to be created.
- All motorized vehicles on kutchra roads on the site shall be allowed a maximum speed of 15 km / h.
- Concrete batching plant and crushing plant sites and ancillary areas shall be cleaned frequently and water shall be sprayed to minimize dust generation.
- Shot blasting and Spray painting shall be done, preferably in an enclosed area.
- Smoke generated from DG Sets shall be tested periodically for its quality (Suspended Particulate Matter, Oxides of Sulphur and Oxides of Nitrogen) and necessary corrective actions shall be taken based on the results of testing.

### **4.2 Control of Water Pollution**

#### **4.2.1 Measures for water pollution control during site planning**

- Drainage system shall be constructed to drain off all surface water from the work site into suitable drain outlet.
- Temporary drainage works shall be maintained, removed and reinstated as necessary, and precautions shall be taken for avoidance of damage by flooding and silt.

#### **4.2.2 Measures for minimization of waste water generation**

- Bentonite slurries and other grouts used in construction shall be collected in a separate slurry collection system. It shall be reused, to the extent possible.
- Waste water generated due to washing of concrete mixers shall be collected in a sedimentation tank of sufficient capacity, as appropriate. The clear water shall be reused for curing purpose.
- When reuse is not practicable, it shall be disposed off at the nearest landfill site after obtaining permission from agency owning the landfill site and under the conditions imposed by the agency concerned.

#### **4.2.3 Measures for waste water treatment**

- If waste water discharge is likely to come in contact with surface water body, sedimentation tanks of sufficient capacity shall be provided to prevent silt being discharged in the outlet drain.
- When required, oil separator shall be provided to prevent the release of oils and grease into the drainage system. Oil separator shall be cleaned on regular basis.
- Washout of construction or excavated materials shall be diverted to drainage system.
- Wastewater from site offices and toilet shall be disposed off through septic tank and soak pit arrangement.

#### **Control of Noise Pollution**

- Stationary equipment shall be located so as to minimize impact of noise on the neighboring community.
- Equipment and plant shall not be kept idling, when not in use.
- Construction equipment shall be maintained / serviced regularly to control noise and vibration.
- High noise areas and equipment shall be notified as such and earmuffs / ear plugs shall be used by the personnel in such areas / near such equipment.

#### **4.4 Waste Management**

##### **Construction Materials:**

This includes concrete lumps, cement lumps, tested concrete cubes, broken asbestos sheets, soil, rock, fibre glass, broken bricks etc. These shall be collected from the site and used as land fill or transported to designated dumping site.

Paper, Plastics, Rubber and Glass: These shall be collected in the dustbins placed at various points at site / office. These shall be disposed off to the scrap dealer.

##### **Metals:**

Metal pieces and welding rod stubs etc shall be collected from site and segregated at source. These scraps shall be stored in the scrap yard and disposed off to the scrap dealer.

**Waste Lubricating Oil:**

Waste lubricating oils and oil filters shall be stored in closed containers. They shall be disposed off to the authorized recyclers.

**Food Waste:**

Food waste shall be collected in food waste containers with lid. They shall be disposed off to municipal collection bins or buried in designated areas for composting.

**Waste Lead Acid Battery:**

They shall be disposed to the authorized dealers of battery manufacturers.

**Disposal of empty Paint containers:**

Residual paint in the paint containers shall be kept at the minimum, by extracting the maximum paint by use of thinner. The empty paint container, thereafter, shall be disposed off suitably, in consultation with the Owner.

**Electrical waste from site:**

Electrical waste shall be stored at identified location and shall be disposed off to scrap dealer.

**Domestic waste at site:**

Domestic waste generated at the site shall be buried in deep pit specifically excavated for the purpose.

**Accident / Incident Reporting & Investigation**

## Definitions

|  |  |
|--|--|
| Incident:  | An accident or near-miss   |
| Accident:  | An unintended incident which results in injury to persons and/or damage to property, the environment or a third party        |
| Near-miss:                                       | An unintended incident which, under different circumstances, could have become an accident                                   |
| Lost Time Injury (LTI) /Lost Time Accident (LTA) | Injury / accident at work leading to unfitness for work and absence beyond the day of the accident                           |
| Reportable Injury                                | Injury / accident at work leading to unfitness for work and absence beyond 48 Hours from the time of accident.               |
| Restricted work case (RWC)                       | Injury / accident at work that does not lead to absence after the day of the accident, because of alternative job assignment |

|                              |   |
|------------------------------|---|
| Medical treatment case (MTC) | Injury /accident requiring treatment by a doctor, or nurse in consultation with a doctor, before the injured person resumes normal work             |
| LTI- / LTA- Rate             | Number of Lost Time Injuries / Accidents per million worked hours   |
| TRI- / TRA- Rate             | Total Recordable Injury / Accident Rate, sum of personnel injuries with and without lost time per million working hours (except first aid injuries) |

### **Incident Reporting:**

Occurrences which result in injury, ill health or property damage or which have potential for injury, ill health or property damage, shall be promptly reported to supervisor and the Regional Office and a written report completed.

Notice shall be sent of any accident on the construction site which either ó

- (a) cause loss of life; or
- (b) disables a construction worker from working for a period of 48 (forty-eight) hours or more, immediately following the accident, shall forthwith be sent by telegram, telephone, fax or similar other means including special messenger, within four hours in case of fatal accidents and seventy-two hours, in case of other accidents involving construction worker, to :-
  - (i) The Regional Labour Commissioner (Central), having jurisdiction in the area in which the establishment in which such accident or dangerous occurrence took place, is located. Such Regional Labour Commissioner (Central) shall be the authority appointed under Section 39 of the Act;
  - (ii) board with which the construction worker involved in accident was registered as a Beneficiary;

Director General; and

The next of kin or other relative of the construction worker involved in the accident.

- (2) Notice of any accident at a construction site which
  - (a) cause loss of life; or
  - (b) disables such construction worker from work for more than ten days following the accident, shall also be sent to ó
    - (i) The Officer in-charge of the nearest police station;
    - (ii) The District Magistrate, or if the District Magistrate, by order, so desires, to the Sub- Divisional Magistrate.

(3) In the case of an accident causing injury to the worker, the injured worker shall be given first-aid and immediately thereafter, be transferred to a hospital or other place for medical treatment, as appropriate.

(4) Where any accident causing disablement subsequently results in death of a construction worker, notice in writing of such death shall be communicated to the authorities as mentioned in the rules within seventy-two hours of such death.

### **Dangerous Occurrences**

The following classes of dangerous occurrences shall be reported to the Inspector having jurisdiction, whether or not any death or disablement is caused to a construction worker, in the manner prescribed in the Building Workers Rules:

- (a) collapse or failure of lifting appliances or hoist or conveyors or other similar equipment for handling Building or construction material or breakage or failure of rope, chain or loose gears; overturning of cranes used in Building or other construction work; falling of objects from height;
- (b) collapse or subsidence of soil, any wall, floor, gallery, roof or any other part of any structure, platform, staging, scaffolding or any means of access, including formwork;
- (c) contract work; excavation, collapse of transmission;
- (d) explosion of receiver or vessel used for storage, at a pressure greater than atmospheric pressure, of any gas or gases or any liquid or solid used as Building material;
- (e) fire and explosion causing damage to any place on construction site where construction workers are employed;
- (f) spillage or leakage of hazardous substances and damage to their container;
- (g) collapse, capsizing, toppling or collision of transport equipment;
- (h) Leakage or release of harmful toxic gases at the construction site.

In case of failure of a lifting appliance, loose gear, hoist or Building and other construction work, machinery and transport equipment at a construction site of a Building or other construction work, such appliances, gear, hoist, machinery or equipment and the site of such occurrence shall, as far as practicable, be kept undisturbed until inspected by the inspector having jurisdiction.

Every notice given shall be followed by a written report to the Inspector, authority under Section-39 of the Building Workers Act, the Board and the Director General in Form XIV under proper acknowledgement.

### **Procedure for enquiry into causes of accident or dangerous occurrence**

(1)(a) The enquiry shall be commenced as early as it may be and, in any case, within fifteen days of the receipt of notice of accident or dangerous occurrence.

(b) The authority or enquiry officer, as the case may be, shall serve or cause to be served, notices in writing, informing the date, time and place of such enquiry to all

persons entitled to appear in such enquiry and whose names and addresses are known to such authority or enquiry officer; and

I Notwithstanding the provision of clause (b) for the purpose of notifying other persons who may in any way be concerned or be interested in such enquiry, the authority or enquiry officer, as the case may be, may publish notice of such enquiry in one or more local newspapers, informing the date, time and place of such enquiry.

(2) The person entitled to appear at the enquiry may include,ô

(a) an Inspector or any officer of the Government or an undertaking or public body, concerned with the enforcement or compliance of safety provisions of the Act and these rules in the concerned establishment;

(b) A trade union or workers association or an employer's association;

I The worker involved in the accident or his legal heir or authorized representative;

(d) The owner of the premises in which the accident took place; and

(e) Any other person, at the discretion of the authority or the enquiry officer, as the case may be, who may be interested in or be concerned with the cause of an accident or may have knowledge about such cause or is likely to give material evidence or produce a relevant document in connection with such accident or dangerous occurrence.

(3) In case the entitled person referred to in sub-rule(2) is a body corporate, a company, or any other organization, .association, group of persons, such group may be represented through an authorized representative including a counsel or a solicitor.

(4) Subject to the provisions of sub-rule (5), the enquiry shall be held in public.

(5) In cases where,ô

(a) the Government are of the opinion that the matter of the enquiry or any part of it are of such nature mat it would be against the interests of national security to hold the enquiry in public and directs the said authority or the enquiry officer, as the case may be, to hold the enquiry in camera; or

(b) on an application made by any party to the enquiry, the authority or the enquiry officer, as the case may be, referred to in sub-rule (1), if it or he is of the opinion that the holding of public enquiry will lead to disclosure of information relating to a trade secret, decides to hold the enquiry of such part of it is in camera, such enquiry shall not be held in public.

- (6) Information disclosed by any person during the course of hearing or evidence in the cases covered under sub-rule (5) shall not be disclosed to any person except for the purpose of the enquiry.
- (7) The person entitled to appear under sub-rule (2), called for evidence or representing in an enquiry shall be entitled to make an opening statement, give evidence, request the enquiry officer to call for specified document or evidence, cross examine other person or to the extent and at the stage permitted by the authority or enquiry officer holding the enquiry.
- (8) Any evidence in an enquiry may be admitted at the discretion of the authority or enquiry officer during the enquiry, who may, also direct that documents to be tendered in evidence may be inspected by any person entitled or permitted to appear at such enquiry and that facilities be afforded to such person to take or obtain copies thereof.
- (9) The authority or the enquiry officer holding an enquiry may authorize any person, being an officer of the Government, to assist such authority or enquiry officer where necessary, for the purpose of conducting the enquiry, and the officer so authorized may enter the premises of the concerned establishment during working hours, inspect the records, relevant to such enquiry, investigate and take such evidence as may be required to conduct such enquiry.
- (10) The findings of the enquiry along with all evidence, in original, including statements of witnesses shall be forwarded to the authority specified under section 39 of the Act within five days of the completion of the enquiry, in case, where such enquiry was not conducted by such authority itself.
- (11) A copy of the findings along with a brief statement of facts relating to an enquiry conducted under this rule shall be forwarded to the chief inspector of Building and other construction works and the Government, by the authority referred to in sub-rule (1) of rule 210.



## 6.0 Safety Committee

- (1) Every establishment wherein 500 (five hundred) or more construction workers are ordinarily employed, there shall be a safety committee constituted by the employer which shall be represented by equal number of representatives of employer and the construction workers employed in such establishment. In no case the number of representatives of the employer shall exceed the representatives of the construction workers.
- (2) The main functions of the safety committee, shall be,
  - (a) To identify probable cases of accident and safe practice in Building or other construction work and to suggest remedial measures;
  - (b) To stimulate interest of employees and construction workers in safety by organizing safety weeks, safety competitions, talks and film shows on safety, preparing posters or taking similar other measures as and when required or as necessary;
  - (c) To go round the construction site with a view to check unsafe practices and defect unsafe conditions and to recommend remedial measures for their rectification including first aid, medical and welfare facilities;
  - (d) To look into the health hazards associated with handling different types of explosives, chemicals and other construction materials and to suggest remedial measures including use of proper personal protective equipment;
  - (e) To suggest measures for improving welfare amenities in the construction site and other miscellaneous aspects of safety, health and welfare in Building or other construction work; and
  - (f) To bring to the notice of the employer the hazards associated with the use, handling and maintenance of the equipment used during the course of the Building and other construction work.
- (3) The minutes of the meeting shall be circulated to all concerned and shall be produced to the Inspector on demand for inspection.
- 4) The decisions and recommendations of the safety committee shall be implemented by the employer within reasonable time limits.

## **6.1 HSE In charge**

- (1) In every establishment wherein 500 or more construction workers are ordinarily employed, the employer shall appoint safety officer, such safety officers may be assisted by suitable and adequate staff.
- (2) Duties, qualifications and the conditions of service of safety officers appointed under sub-rule (1) shall be as provided in Schedule-VIII to the Building Workers Rules.
- (3) Wherever the number of workers employed by single employer is less than five hundred, such employers may form a group and appoint a common safety officer for such group of employers, with prior permission of chief inspector of building and other construction works.

### **Toolbox Talks**

The supervisors shall hold periodic toolbox talks. All workers are to attend the allocated toolbox talks. The attendees shall sign in on the attendance sheet, along with the subject of the talk.

Daily tool box shall be conducted by supervisors and weekly by Site HSE In-charge.

### **HSE Violation – Disciplinary Action**

A HSE violation is a case of disregard for a HSE procedure, which caused or could have caused an incident.

HSE Officers shall immediately correct and report any such violations seen in the course of his duties in writing to BIDDER Site HSE Manager and Site In-charge.

These reports shall maintain giving details of the violation, work area, date and time, perpetrator, etc.

Disciplinary action will be considered for repeated offenders.

In the case of HSE violations, upon detecting the situation or upon verbal request from BIDDER, concerned sub-contractor shall immediately take necessary corrective action and provide a written report within 24 hours including root cause analysis and corrective actions taken to prevent reoccurrences.

### **(24) HSE Inspection**

Safety Officers shall conduct periodic site inspections. Any deviations observed shall be handled by the concerned immediately, with necessary corrective action. Where the situation exposes any individual, to injury or ill health, work shall be immediately suspended until the situation is rectified.

### Site Office, Laboratory & Facility to Field Staff

The contractor shall provide a separate & independent site office of Semi permanent type structure with attached toilet & bathroom arrangement for consultants & EMPLOYER staff. The contractor shall setup office, along with furniture & electric fittings as required, during the contract duration as specified. The space for the same shall be provided by **EMPLOYER**. Contractor shall maintain the structure during construction period inclusive of payment of electric & telephone (Landline) bills, security & daily upkeep of the premises. The designs and drawings shall be approved by **Engineer-in-Charge**. The area should be minimum 50 Sqm for site office of PMC etc.

The contractor has to provide, maintain the facilities in good condition. The cost of providing & maintaining these facilities is incidental to work and deemed to have included in the offer given by the contractor, failing which non-refundable penalty of Rs. 1500/- (Rupees Fifteen hundred only) per day will be imposed on contractor. After completion contractor should demolish site office and remove furniture, fittings &etc as per direction of engineer.

The above facilities are to be provided and are incidental to work for each contract executed with EMPLOYER separately.

### FACILITIES TO EMPLOYER'S ENGINEERS

| <b>Sr. No</b> | <b>(A) Providing &amp; Maintaining Furnishing Items</b>    | <b>Unit</b> | <b><u>Specification</u></b> | <b><u>Quantity</u></b> |
|---------------|--|-------------|-----------------------------|------------------------|
| 1             | Executive Table- Godrej model T-108 type                   | Nos         | B Clause 120 MoRT&H         | 3                      |
| 2             | Ex. Chair- Godrej model T108 type                          | Nos         | ∓doø                        | 3                      |
| 3             | Table- Godrej model T104 type                              | Nos         | ∓doø                        | 3                      |
| 4             | Ordinary chair- Godrej model CHR6 type                     | Nos         | ∓doø                        | 9                      |
| 5             | <b><u>Table- Godrej model T101 type</u></b>                | Nos         | ∓doø                        | 5                      |
| 6             | Ordinary chair type II                                     | Nos         | ∓doø                        | 15                     |
| 7             | Steel Almirah 1980x915x485 mm - Godrej No1 Store well type | Nos         | ∓doø                        | 1                      |

| Sr. No | (A) Providing & Maintaining Furnishing Items   | Unit | <u>Specification</u> | <u>Quantity</u> |
|--------|--|------|----------------------|-----------------|
| 8      | Steel Almirah 1270x765x440 mm - Godrej Minor plain type  | Nos  | -doø                 | 3               |
| 9      | Ceiling fans 48" make Orient / usha / khaitan or equivalent  | Nos  | -doø                 | 5               |
| 10     | Crockery set for Tea   | Set  | -doø                 | 2               |
| 11     | Computer - CPU Pentium 4 (3.0 Ghz +, 512 Mb memory), 17" Colour Monitor with 3.5" Floppy Drive, 56 Kbps Modem, DVD RW & CD RW device of approved make, Keyboard, mouse, multimedia speakers, UPS of APC make, A-3 size printer, approved software packages of Windows XP professional, latest antivirus software of Norton make with specialized computer table & wheel chair. | Unit | -doø                 | 1               |
| 12     | Laptop of IBM/ Compaq/acer make - CPU Pentium 4 (3 Ghz +, 256Mb memory), with 3.5" Floppy Drive, 56 Kbps Modem, DVD RW & CD RW device of approved make, Keyboard, mouse, multimedia speakers, approved software packages of Windows XP professional, latest antivirus software of Norton make etc.   | Unit | -doø                 | 1               |
| 13     | Photocopier A-3 size, Canon or equivalent  | Unit | -doø                 | 1               |
| 14     | Fax Machine Modi / Canon / Ricoh or equivalent   | Unit | -doø                 | 1               |
| 15     | Water Purifier ó Aqua Guard Nova or equivalent   | Unit | -doø                 | 1               |

- (B) During the entire contract period till handing over, contractor shall provide & maintain mobile communication facility along with the 5 Nos. of approved phone equipment with charging device to the consultant's field staff within a fortnight of award of contract. In case of failure to do so, an amount of Rs. 3000/- (Rupees Three Thousand Only) per mobile per month shall be recovered from the contractor's due payment. The mobile phone bill upto Rs. 3000/- per phone per month (Rs. 15,000/- Fifteen thousand for group of five mobile phone per month) will be paid by contractor. In case of failure to provide this facility, the same amount of Rs. 15,000/- (Rupees Fifteen thousand only) per month shall be recovered from the contractor's due payment.
- (C) During the entire contract duration, the contractor shall provide new brand Mahindra Scorpio or equivalent with diesel, driver & maintenance for a running of at least 3000 Kms per month with in a fortnight from the date of award of the contract for the field engineering staff of Employer, In case of failure to provide the vehicle, an amount of Rs. 3000/- (Rupees Three Thousand Only) per day per vehicle shall be recovered from the contractor's due payment. The cost of these facilities is incidental to work and deemed to be included in the offer given by contractor.
- (25) The contractor shall if and when required submit at his cost the samples of materials to be tested or analysis and if, so directed shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and the materials, finally accepted by the Engineer-in-charge. Testing and / or analysis of all material shall be as per the frequency specified out of which minimum 10% (Ten Percent) of the total tests / analysis shall be got done from the laboratory designated by engineer in charge.
- (iv) The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of & as a result of testing of the materials.
- (v) The contractor or his authorized representative will be allowed to remain present in the departmental laboratory while testing samples furnished by him. However, the results of all the tests carried out in the departmental laboratory in the presence or absence of the contractor or his authorized representative will be binding on the contractor.
- (vi) Cost of routine day-to-day quality control testing charges for tests required as per specifications will be borne by contractor by sending the same to the

concerned laboratories or by establishing laboratory at site. The cost required for inspection including conveyance of engineers shall be borne by the contractor, the cost of which is deemed to be included in the price bid. The 10% tests as per frequency decided by employer shall be conducted in NABL accredited laboratory / COEP / GPP.

However, the cost of testing of material as directed by Engineer-in-charge for approving a particular material as laid down in para 2.10 (i) to (vi) will have to be borne by the contractor.

*If in the opinion of the engineer/Engineer-In-Charge, any additional field or laboratory test is important for fulfilling engineering criteria / for determination of suitability and same is required to be conducted from in-house or outside laboratory, the cost of such test shall be borne by the contractor and deemed to have been included in the offer given by the contractor.*

#### **(J) GENERAL SPECIFICATION FOR WATER PROOFING**

- (1) The work of water proofing described in the following items shall be carried out by the contractor only through or need specialist waterproofing agency using cement waterproofing compounds, as approved in writing by the Engineer-in-charge.
- (2) The Contractor shall give before execution, detailed specifications for each item of works of water proofing to be executed according to the specifications of the specialized agency, he proposes to employ, for approval. The work shall not be started unless approval in writing is given by the Engineer in charge to the said specification.
- (3) The Contractor shall give a guarantee bond on requisite stamp paper for a minimum period of 10 years for all the items of waterproofing done. During the guarantee period the Contractor shall entirely be responsible to rectify any defect at his own cost to maintain the work in waterproof condition. The waterproofing Contractor shall also have to make good all the surroundings disturbed by him during the rectification work at his own cost. The form of written guarantee shall be on a legal stamped agreement acceptable to the Employer. The Guarantee shall be given within one month from the date of completion of water proofing treatment but any delay in furnishing the guarantee shall not relieve the contractor from implications of the clause.
- (4) Deleted

- (5) The water proofing agency as approved by Engineer-in-charge shall provide and install at his own cost the following for his own use and remove the same after completion of the work:
- I) Two pumps electrical / diesel operated for watering and curing of work at any level in the building. Curing for all items shall be carried out for a minimum period of 14 days.
  - II) Temporary Mild Steel Water storage tanks.
  - III) Temporary galvanized iron piping and fittings for water line.
  - IV) Flexible hose lengths.
  - V) Cement Godown, site office.
- (6) Injections to reinforced cement concrete slab, wherever required, have to be undertaken by the Contractor free of cost.
- (7) Before starting the waterproofing work, the surface receiving the treatment shall be cleaned properly.
- (8) The item of waterproofing as given in the Schedule -Bø applies for work in any position and on any floors and at any heights. The lift of materials shall not for many criteria for extra payment.
- (9) For thereference of contractor, general guideline specifications for waterproofing are attached herein with the general specification for waterproofing.

### **(M) Special Condition**

1. The Contractor shall get the list of make/brands approved by Engineer in- charge well in advance before the execution of work.
2. The Contractor shall produce & submit original manufacture test certificate for the electrical item/ equipment to be used at site as mention in Schedule øBö
3. No deviation of Make/ Brands will be allowed.
4. The Contractor shall prepare Drawing, as built drawings as required by Electrical InspectorPune, and get it approvedbefore starting the work.
5. After the completion of work the contractor shall get necessary final charging permission fromElectrical Inspector, Pune before connecting the installation to license supply.
6. It will be the responsibility of contractor to handover installation with inventory to the MSEDCLA Authority (User dept.) before Final bill with all original documents such as

permission from Electrical Inspector, Approval of Drawing etc. and three set of papers / Documents shall be submitted to Engineer In charge.

7. After the completion of work the contractor shall test the entire installation in the presence of Engineer in-charge or any of his authorized representatives and submit the test report.
8. If necessary, Tree cutting shall be done by contractor with necessary permission of concern authority, fees / charges if any shall be borne by the contractor.
9. During execution, if any permission required from local authority/police dept/MSEDCL, it will be the responsibility of the contractor to get the permission at his own cost.
10. If during the execution of work, shut down of LT/HT line from MSEDCL side is necessary, in that case it will be the responsibility of contractor to take necessary shut down with permission of local MSEDCL authority.
11. All material purchased by contractor should be as per the MSEDCL company's specifications and approved by concerned Ex. Engineer & Engineer-in-charge. Manufacture test certificate of the material used should be submitted to concerned authority and related work will be executed as per MSEDCL company method of construction.
12. The responsibility of safety of worker during the execution of work is solely of contractor. The contractor will have to follow all the safety rules during the execution of work, the responsibility of compensation will be of the contractor. In any case, Employer will not be responsible for any compensation.
13. During the execution of said work, the contractor shall take care of avoiding any traffic obstacle onsite.
14. It will be the responsibility of contractor to handover all dismantled material of said work to Employer authority at his own cost and submit the receipts of same before final bill to Engineer -in- charge.
15. Arrangement for the curing of C C foundation masonry, brick masonry work etc. shall be done by clean and soft water at site by the contractor at his own cost.
16. The contractor will have to use all required T & P while execution of work at his own cost.
17. The insurance of labour / staff working at site shall be done by the contractor under the insurance act at his own cost.
18. Any fees/charges/taxes or penalties towards payment of Government/semi government/local/ private bodies arising during the execution of work is to be borne by the contractor. No refund will be paid for this.
19. The contractor shall start and complete the said work under the supervision of Engineer in-charge and under guidance of MSEDCL authority.
20. The scope of work includes the construction of 2 numbers of bays at receiving station. If the MSEDCL permits PCNTDA to construct the bay at receiving station then contractor has to construct the bay at receiving station otherwise MSEDCL will construct the required bay on its own. If MSEDCL constructs the bay then the scope of work of bay construction will be removed/deleted from the contractor's scope of work.
21. After Completion of work of the substation as per tender terms and conditions, it is contractor's responsibility to handover the substation to the MSEDCL. Handing over



related document like WCR (work completion report) should be done by the contractor.

For this work no extra payment will be paid to the contractor.

22. It is responsibility of contractor to take all the required permission from Electrical Inspector, MSEDCL and MSETCL for the charging of the substation after completion.

For this work no extra payment will be paid to the contractor.

### **Annexure-III**

**Sub-contracting for Civil work is permitted, however contractor shall obtain approval to the credentials of such agency from the Employer in writing.**

## **CONTRACT DATA**

**Contract Data**

| Items marked "N/A" do not apply in this Contract |  | Clause Reference with respect to Section – 3 |
|--|--|--|
| 1.   | <b>The Employer is Name :</b><br><b>Chief Executive Officer,</b><br><b>Address:-Pimpri Chinchwad New Town Development Authority,</b><br><b>Akurdi, Pune 411 044.</b>             |  |
| 2.   | <b>The Engineer is- Executive Engineer-B, PCNTDA</b>   |  |
|  | <b>Authorized Representative- Deputy Engineer PCNTDA</b>   |  |
|  | <b>Project Management Consultants – CEPL SC2IPL JV, Sector 27,</b><br><b>New Town, NigdiPune 411 044</b>   |  |
| 3.   | The Dispute Review Expert appointed jointly by the employer and  | Deleted                                      |
| 4.   | The Defects Liability Period is <b>60 (Sixty) Months</b> from the date of Completion.  |  |
| 5.   | The Start Date shall be 7days from the date of issue of the Work Order.  |  |
| 6.   | The Intended CompletionDate for the whole of the Works is 15 Months ( <b>Fifteen Months</b> ) including monsoon period after start of work with the following milestones:        |  |
| <b>Milestone dates:</b>                          |  |  |
|  | <b>Physical Works to be completed</b>  | <b>Period from the start date</b>            |
| i)   | <b>Milestone 1 :</b><br><b>25% of Contract Amount</b><br><b>Physical works with required workdone amount to be completed.</b>  | 04Months                                     |
| ii)  | <b>Milestone 2 :</b><br><b>50% of Contract Amount</b><br><b>Physical works with required workdone amount to be completed.</b>  | 06 Months                                    |
| iii)   | <b>Milestone 3 :</b><br><b>100% of Contract Amount</b><br><b>Physical works with required workdone amount to be completed.</b>   | 12 months                                    |
| 7.   | Site Location-Sector 12, PCNTDA  |  |
| 8.   | The name and identification number of the Contract is:-Construction of 20 MVA 22/11 KV- Electrical Sub Station, along with Allied Electrical HT Infrastructure work at Sector 12 |  |

## 9. Scope of Work:

As stated in the bid document

- a) The details of approximate quantity to be executed are mentioned in Volume II.

The Developer will have to commence the work stated in Volume-II immediately after release of order to proceed with the work. All these sub works shall progress simultaneously and as stated in ITB the developer shall submit undertaking stating his commitment to commence all sub-works stated above simultaneously.

Note : 1) The Successful bidder shall arrange his water supply required for construction and drinking purposes. The employer will not arrange water supply.

2) The Successful bidder shall arrange his electricity required for construction and lighting purposes. The employer will not arrange electricity.

3) The Department will not permit temporary labour camps on site. The contractor will have to arrange land parcel himself.

4) The Successful Bidder will have to Liaison with MSEDCL for inspection and certification of work done until obtaining and handing over the work to MSEDCL, all such cost is incidental to work and in no case contractor will be paid extra.

### **9 (A) Buildings and Other Items**

Any other items as required to fulfill all contractual obligations as per the Bid documents all aspects of quality assurance; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of As Built drawings and other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety.

|    |   |  |
|----|---|--|
| 10 | The following documents also form part of the Contract :  |  |
|    | •Post qualification documents furnished by the bidder as per section 2 and Technical specification (Vol III).•            |  |
| 11 | The law which applies to the Contract is the law of Union of India, Government of Maharashtra including Local Authorities |  |
| 12 | The language of the Contract documents is English   |  |
| 13 | Limit of subcontracting As stated in the bid document   |  |
| 14 | The Schedule of Other Contractors   |  |

|     |  |          |
|-----|--|----------|
| 15  | The Schedule of Key Personnel As per Annex-II of Section I   |          |
| 16  | The minimum insurance cover for physical property, injury and death is Rs. 10 Lakhs per occurrence with the number of occurrences limited to ten. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always. |          |
| 17. | Site investigation report- To be Assessed by the Contractor  |          |
| 18  | The Site Possession Dates shall be same day from issue of work order to proceed with the work .  |          |
| 19  | Fees and types of reimbursable expenses to be paid to the Dispute Review Board will be borne by the contractor   | Deleted  |
| 20. | Appointing Authority for the Dispute Review Expert-Council, Indian Building Congress, New Delhi  | Deleted  |
| 21. | The period for submission of the programme for approval of Engineer shall be 7days from the issue of letter of Acceptance  |          |
| 22. | The period between programme updates shall be 7 days   |          |
| 23. | The amount to be withheld for late submission of an update programme shall be Rs. 10.00 lakhs  | Deleted  |
| 24. | The following events shall also be Compensation Events:  | Deleted  |
| 25  | The currency of the Contract is <b>Indian Rupees</b>   | [Cl. 46] |
| 26  | Deleted  | [Cl. 48] |

27. The formula (e) for adjustment of prices are:

[Cl.47]

R = Value of work as defined in Clause 47.1 of Conditions of Contract

**1) Adjustment for Labour Component**

$$V_1 = 0.85 P \times [(K_1 / 100) \times (L_1 \text{ ó } L_0) / L_0 ]$$

Where

$V_1$  = Amount of price variation in Rupees to be allowed for Labour Components.

$P$  = Cost of work done during the period under consideration minus, The cost of Cement, HYSD and Mild Steel, Bitumen, calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration. (These star rates shall be specified here)

$K_1$  = Percentage of labour component as indicated above.

$L_0$  = Basic Consumer Price Index for Pune Center, shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

$L_1$  = Average Consumer Price Index for PuneCenter for the quarter under consideration.

**2) Adjustment For Steel/Cement Component**

Price adjustment for increase or decrease in the cost of Steel shall be paid in accordance with the following formula :

$$A1 = So \frac{(SI1 \text{ ó } SI0)}{SI0} \times T$$

Where,

$A1$  = Amount of Price Variation in Rupees to be allowed for HYSD / Mild Steel component.

$So$  = Basic rate of HYSD/Mild Steel in rupees per metric tone as considered for working out value of  $P$  without GST

$SI0$  = Average Steel Index as per RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender, falls

$SI1$  = Average Steel index as per RBI Bulletin for the quarter under consideration

$T$  = Tonnage of steel used in the permanent works for the quarter under consideration

Price adjustment for increase or decrease in the cost of Cement shall be paid in accordance with the following formula

$$A2 = Co \frac{(CI1 \text{ ó } CI0)}{CI0} \times T$$

$A2$  = Amount of Price escalation in Rupees to be allowed for cement component.

$Co$  = Basic rate of cement in rupees per metric ton as considered for working out value of  $P$  without GST.

$CI1$  = Average of cement index published in the RBI bulletin for the quarter under consideration.

CI0 = Average of cement Index published in the RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender, falls

T = Tonnage of cement used in the permanent works for the quarter under consideration

### 3) Adjustment for Bitumen Component

$$V_4 = QB \times (B_1 \text{ ó } B_0)$$

Where,

$V_4$  = Amount of price variation in Rupees to be allowed for Bitumen Component.

$QB$  = Quantity of Bitumen (Grade) in metric tones used in the permanent works and approved enabling works during the month under consideration.

$B_1$  = Current, average ex-refinery price per metric tonne of Bitumen (Grade) under consideration excluding GST during the month under consideration.

$B_0$  = Basic rate of Bitumen in rupees per metric tonne as considered for working out value of P or average ex-refinery price in rupees per metric tonne excluding GST of bitumen for the grade of bitumen under consideration prevailing month preceding the month in which the last date prescribed for receipt of tender, falls, which is higher.

The following Star rate will govern the price adjustment for the entire contract :

The star rates are

- 1) Cement **Rs. 4700.00 / Metric Tonne** without GST
- 2) TMT FE 500 Steel **Rs. 45785.00 / Metric Tonne** without GST
- 3) Bitumen VG 40 (Bulk) ó **Rs. 29210.00 / Metric Tonne** without GST Ex. Refinery Mumbai  
Bitumen VG30 (Bulk) ó **Rs. 28040.00 / Metric Tonne** without GST Ex. Refinery Mumbai

NOTE:- This clause is operative both ways, i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the Government shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract.

### 4) Adjustment for Petrol, Oil and Lubricant Component

$$V_3 = 0.85 P \times [(K_3 / 100) \times (P_1 \text{ ó } P_0) / P_0]$$

Where,

$V_3$  = Amount of price variation in Rupees to be allowed for POL component.

$P$  = Cost of work done during the period under consideration minus, The cost of Cement, HYSD and Mild Steel, Bitumen, calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration.

$K_3$  = Percentage of Petrol, Oil, Lubricant component.



$P_0$  = Average price of H.S.D. at Pune during the quarter preceding the month in which The last date prescribed for receipt of tender, falls.

$P_1$  = Average price of H.S.D. at Pune during the quarter under consideration

### 5) Adjustment for Other Materials Component

Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula.

$$V_m = 0.85 P \times K_2/100 \times (M_1 - M_0)/M_0$$

Where,

$V_m$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

$M_0$  = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi

$M_1$  = The all India wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi

$P$  = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

The following percentages will govern the price adjustment for the entire contract:

|   |                         |      |
|---|-------------------------|------|
| 1 | Labour ó $K_1$          | 35%  |
| 2 | POL ó $K_3$             | 5%   |
| 3 | Other Materials ó $K_2$ | 60%  |
|   | Total                   | 100% |

The following conditions shall prevail:

(i) The Operative Period of the Contract shall mean the period commencing from the date of the work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the contract for works expires, taking in to consideration the extension of time, if any, for completion of the work granted by the approving authority under the relevant clause of the conditions of contract in case other than those where such extension is necessitated on account of default of the contractor. The decision of the Employer as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance work from the date of levy of such compensation shall be worked out by freezing of prices of material (indices) to the month preceding the month from which such compensation is levied. However if in any month after liquidated damages are levied, the prices of material covered under star rates and indices and prices of POL component are lesser than those frizzed prices (indices) stated above then those lesser prices and indices etc will prevail during such months.

(ii) This Price Variation Clause shall be applicable to all contracts in B-1/B-2 and C form but shall not apply to piece works, The price variation shall be determined during

each quarter as per formula given above clause.

(iii) The Price Variation under this clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities of items payable under the provision of Clause 38/37 of the contract from B1/B2 respectively. Since the rate payable for extra items or the extra quantities under Clause 38/37 are to be fixed as per the current SSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion/execution of extra items as well as extra quantities under Clause 38/37, of the contract form B-1/B-2 extends beyond the operative date of the SSR then rates payable for the same beyond that date shall be revised with reference to the current SSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the contract, whichever is less.

(iv) This clause is operative both ways, i.e. if the Price Variation as calculated above is on the plus side, payment on account of the Price Variation shall be allowed to the Contractor and if it is on the negative side, the Employer shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract. If there is no such amount which is due to the contractor, the said recovery will be treated as debts.

(v) To the extent that full compensation for any rise or fall in costs to the contractor is not entirely covered by the provisions of this or other clauses in the contract, the unit rate and the prices included in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.

Note: - A) When Basic rates of B<sub>0</sub>, C<sub>0</sub>, and S<sub>0</sub> for Bitumen, Cement, Steel respectively are adopted other than the rates adopted for working out value  $\bar{P}$  then those rates shall be treated as revised Basic rate of B<sub>0</sub>, C<sub>0</sub>, S<sub>0</sub> and shall be communicated to the contractor at the time of issuing letter of intent and shall be binding on contractor.

B) The Price variation of Cement and Steel in star rates is not payable on RCC pipes and paver blocks.

|    |   |  |          |
|----|---|--|----------|
| 28 | <p>Amount of liquidated damages for delay in completion of works</p> <p>Amount of liquidated damages for delay in completion of works</p> | <p><b>(I) for each milestone</b></p> <p>Minimum amount of Rs. 10000/- per day up to 1/2000)<sup>th</sup> of the contract price rounded off to the nearest thousand per day. Maximum liquidated damage amount shall be limited to 10% of contract value. Once Liquidated Damage amount reaches 10% of contract amount, contract gets automatically terminated. Amount of Liquidated Damage recovered for non-achievement of intermediate milestone shall be refunded once the whole work is completed in stipulated time period/approved extended time period</p> | [Cl. 49] |
|----|---|--|----------|

|    |   |         |  |            |
|----|---|---------|--|------------|
| 29 | Nature of Advances  |         |  |            |
| 1  | Secured advance for non-perishable materials brought to site  | Deleted |  | [Cl. 45]   |
| 30 | <p>The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price:</p> <p>Performance Security for 5(five) percent of contract price plus Rs..... (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5</p> <p>The Standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.</p> |         |  | [Cl.52]    |
| 31 | <p>The Schedule of Operating and Maintenance Manuals -As stated in Bid Document The amount withheld for failing to provide O &amp; M manual by the date which is 28 days of issue of certificate of completion of whole or section of the work, as the case may be is Rs. 25.00 Lakhs.</p>  |         |  | Deleted    |
| 32 | <p>The date by which as-built drawings (in scale as directed) in 3 sets are required is within <b>28 days</b> of issue of certificate of completion of whole or section of the work, as the case may be.</p>  |         |  | [Cl. 58]   |
| 33 | <p>The amount to be withheld for failing to supply as-built drawings by the date required is <b>Rs. 25.00 Lakh.</b></p>   |         |  | [Cl. 58]   |
| 34 | <p>The following events shall also be fundamental breach of contract :<br/>         "The Contractor has contravened Sub-Clause 7.1 and Clause 9 of GCC."</p>  |         |  | [Cl. 59.2] |
| 35 | <p>The Percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 percent.</p>   |         |  | [Cl. 60]   |

**SECTION 5 TECHNICAL SPECIFICATIONS**

**Attached in Volume II**

**SECTION 6**  
**FORM OF BID**

# FORM OF BID

**Description of the Works:-**

**To,**

**Address: -----**

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum(s)of ( % above / below )
2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.
3. We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... day of ..... 2019

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized sign

bids for and on behalf of .....

**(in block capitals or typed) Address**

Witness -----

Address-----

Occupation

**# Note-The bidder will submit this form online without his financial offer.**

**Section -7**

**BILL OF QUANTITIES**

**Attached in Volume II**

## **BILL OF QUANTITIES**

### **Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor / PMC and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities.
3. The rates and prices tendered in the prices Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes except GST and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the specification stated in publications of Beauru of Indian.
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instruction to Bidders.



NAME OF WORK :Construction of 20 MVA 22/11 KV- Electrical Sub Station, along with Allied Electrical HT Infrastructure work at Sector 12

**SCHEDULE "B"**  
Attached in Volume II

**SECTION 8**

**SECURITIES AND OTHER FORMS**

## PERFORMANCE BANK GUARANTEE

**Used For PERFORMANCE Security Deposit also if quoted offer is more than 1% Below To,**

\_\_\_\_\_ [name of Concern Engineer ]  
\_\_\_\_\_ [address of Concern Engineer]

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

ANDWHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of Rs ----- [amount of guarantee]\* ----- (in words), such sums being payable in the types and proportions of

currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ----- [amount of guarantee] as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

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

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

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

Signature and Seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

An Amount shall be inserted by the Guarantor, representing the percentage the contract price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

**Letter of Acceptance (Letterhead paper of the Employer)**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

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

You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. ----- within 10 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to 60 months of virtual completion of work and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

**Authorized Signature**

Name and title of Signatory

Name of Agency

- Delete "corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.
- To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions to Bidders".

**Issue of Notice to proceed with the work**

To

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the Contract for the construction of \_\_\_\_\_ at a Bid Price of Rs. \_\_\_\_\_

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

Yours faithfully,

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

## AGREEMENT FORM

### Agreement

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

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

#### **NOW THIS AGREEMENT WITNESSETH as follows:**

- (1) In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
- (2) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to all aspects with the provisions of the contract.
- (3) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- (4) The following documents shall be deemed to form and be read and construed as part of this agreement viz.
  - i) Letter of Acceptance
  - ii) Notice to proceed with the works
  - iii) Contractor's Bid
  - iv) Condition of contract: General and Special
  - v) Contract Date
  - vi) Additional condition
  - vii) Bill of Quantities and
  - viii) Specifications
  - ix) Drawings
  - x) Any other documents listed in the Contract Data as forming part of the Contract.

Inwitnesswhereofthe parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_ was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said in the presence of :

Binding Signature of \_\_\_\_\_ Employer

Binding Signature of Contractor

## UNDERTAKING

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

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

## FORMAT OF COVERING LETTER

*(Note: The covering letter is to be submitted by the Bidding Company or the Lead Consortium Member of a Bidding Consortium. To be provided on the Company letterhead)*

Date :

Place

To  
The Chief Executive Officer  
Pimpri Chinchwad New Town Development Authority,  
Pune- 411044

Ref: **Name of work.**

We hereby confirm the following

- 1) The Bid is being submitted by ---  
(name of the Bidding Company) Our Bid includes the Letter(s) of Acceptance in the format specified in the bid document.
- 2) We have examined in detail and have understood the terms and conditions stipulated in the bid document issued by PCNTDA and in any subsequent communication sent by PCNTDA. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the bid document or in any of the subsequent communications from PCNTDA.
- 3) The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the bid document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
- 4) We confirm that our Commercial Proposal does not contain any Conditions.
- 5) The Bidding Company, satisfies the legal requirements and meets all the eligibility criteria laid down in the bid document.
- 6) We confirm that our Bid is valid for a period of 120-days from the last date of submission of the Bid.  
For and on behalf of:

Signature (Authorised Representative and Signatory)

Name of the Person

Designation



## DESCRIPTION OF BIDDER

### Details of Bidding Company:

|  |  |
|--|--|
| Name of the Bidding Company                                      |  |
| Address of the Registered / Head Office of the Bidding Company   |  |
| Contact Number and mail id of Authorised Representative:         |  |
| Certificate of Incorporation / Commencement Certificate (if any) | Submission of copy of the Certificate of Incorporation / Commencement Certificate (if any) |

Company to be considered for Evaluation

|                          |                                   |
|--------------------------|-----------------------------------|
| For Financial Capability | Bidding Company OR The key person |
|--------------------------|-----------------------------------|

# **SECTION -9 DRAWINGS**

**Uploaded separately as Volume-III**

**SECTION 10**  
**DOCUMENTS TO BE FURNISHED BY BIDDER**  
**(As mentioned in the bid)**