

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



**TENDER PAPER FOR
e -TENDER NOTICE NO. ENGG-A/ for 2018-19**

TENDER NO B-1/

**B-1 TENDER PAPERS
(e-tender)**

**NAME OF WORK: - Plantation in Sector No. 1 to 28 of
P.C.N.T.D.A. area.**

Approximate value of work	Rs.	964280/-
Cost of document	Rs.	560/-
Bid security	Rs.	10,000/-
Period of Work		36 Months

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

B-1 TENDER FORM
DRAFT TENDER PAPER

Plantation in Sector No. 1 to 28 of P.C.N.T.D.A. area.

PART I : COMPLETE BIDDING DOCUMENT

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY

NIGDI, PUNE 411 044

Plantation in Sector No. 1 to 28 of PCNTDA area.

AGREEMENT NO.

COMPETITIVE BIDDING

(CIVIL WORKS)

NAME OF WORK : Plantation in Sector No. 1 to 28 of PCNTDA area.

PERIOD OF SALE OF BIDDING DOCUMENT : FROM TO.....

TIME AND DATE OF PRE-BID CONFERENCE : Deleted

LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE..... TIME..... HOURS.....

*TIME AND DATE OF OPENING TECHNICAL BIDS : DATE..... TIME..... HOURS.....

*TIME AND DATE OF OPENING FINANCIAL BIDS : TO BE ANNOUNCED

PLACE OF OPENING OF BIDS : Office of the C.E.O. Pimpri Chinchwad
New Town Development Authority
Akurdi, Pune 411044

OFFICER INVITING BIDS : C.E.O. PCNTDA

INVITATION FOR BID
(IFB)

Contractor

No. of Corrections
4

Executive Engineer

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY

NIGDI, PUNE 411 044

Plantation in Sector No. 1 to 28 of PCNTDA area.

AGREEMENT NO.

Date:

Bid No.:

1. The invites bids for the construction of works detailed in the table.
The bidders may submit bids for any or all of the following works.

TABLE

<u>Package No.</u>	<u>Name of work</u>	<u>Approximate value of work (Rs.)</u>	<u>Bid security (Rs.)*</u>	<u>Cost of document (Rs.)</u>	<u>Period of completion</u>
1	2	3	4	5	6
1	Plantation in Sector No. 1 to 28 of PCNTDA area.	964280	10,000.00	560 (including GST)	36 Months

2. Bidding documents (and additional copies) may be purchased from the office of..C.E.O.. from.....to..... , for a non-refundable fee (three sets) as indicated,in the form of cash or Demand Draft on any Scheduled bank payable at in favour of....C.E.O.Interested bidders may obtain further information at the same address.Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs. The..C.E.O. will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
3. Bids must be accompanied by security of the amount specified for the work in the table, and drawn in favour of.....Bid security will have to be in anyone of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
4. Bids must be delivered toon or beforehours in on(date) and will be opened on the same day at..... hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
5. Deleted
6. Other details can be seen in the bidding documents.
7. The tender amount is without GST. GST shall be payable on the accepted contract value at prevailing rates separately by PCNTDA.
8. Contractor / company should have registered under company act.
9. Contractor / company should have shop act license, ESIC and PF registration. Also submit the latest challan of ESIC and PF along with registration certificate.
10. Contractor should have GST registration.
11. All supporting documents in technical bid should have attested by contractor/Notary.
12. Contractor should produce the all original documents for verification on demand.

Satishkumar Khadake
Chief Executive Officer
PCNTDA, Akurdi

Contractor

No. of Corrections

Executive Engineer

NAME OF WORK: - Plantation in Sector No. 1 to 28 of PCNTDA area.

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SECTION 1
INSTRUCTIONS TO BIDDERS
(ITB)

Contractor

No. of Corrections
7

Executive Engineer

Section 1: Instructions to Bidders

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A.GENERAL

1. Scope of Bid

1.1 The Employer (named in Appendix to ITB) invites bids for the **Plantation in Sector No. 1 to 28 of PCNTDA area.**

(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 data.

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

2. Source of Funds

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

3. Eligible Bidders

3.1. This *Invitation for Bids* is open to all bidders as defined in the Appendix to ITB

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, any entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.

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

4. Qualification of the Bidder

4.1. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include program of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

4.2. 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; or contractor / company should have registered under company act.

- (b) Total monetary value of plantation work performed for each of the last three years;
- (c) Experience in works of a similar nature and size for each of the last three years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) Major items of construction equipment proposed to carry out the Contract; **-Deleted**
- (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 or I.T.R for the past three 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)-**Deleted**
- (h) Undertaking that the bidder will be able to invest a minimum cash up to 25% of contract value of work, during implementation of work.-**Deleted**
- (i) Authority to seek references from the Bidder's bankers;-**Deleted**
- (j) Information regarding any litigation, current or during the last three years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (k) Deleted
- (l) The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (*for all contracts over Rs.5 Crore*).
- (m) Deleted.

4.4. Bids from Joint ventures are not acceptable:

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

- (a) Achieved a minimum annual financial turnover not less than estimated cost in any one year. i.e.17-18,16-17, 15-16 Submit the ITR of previous year and copy of PAN card.
- (b) Satisfactorily completed (not less than 80% of contract value), as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of "all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) **Deleted**.
- (c) Contractor should have experience in tree plantation, garden and maintenance work during last 3 Years in govt./semi govt. / PSU /NGO/Private Firm in single work value not less than 80% of estimate value.

~~(usually 80% of the expected peak rate of development work.)~~

B. Each bidder should further demonstrate:

- (a) Deleted

(b) availability for this work of personnel with adequate experience as required; as per Annexure-II.

(c) The Experience Certificate is signed by appropriate authority of organization, submit copy of same.

(d) Each bidder must produce: An affidavit on a Stamp Paper, duly attested from the Notary, that the information furnished with the bid documents is correct in all respects; and failure to submit the document as specified shall make the bid non-responsive.

C. Deleted

4.6. Sub-contractors' experience and resources shall not 'be taken into account indetermining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5 (A) above

4.7. Deleted

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, interdenominational 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 ustification to the employer.

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

7.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.He may contact the person whose contact details are given in the Appendix to ITB.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

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

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

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

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

9. Clarification of Bidding Documents

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

9.2. **Pre-bid meeting - Deleted**

10. Amendment of Bidding Documents

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

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

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

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

C. PREPARATION OF BIDS

11. Language of the Bid

11.1. All documents relating to the bid shall be in the English language. And for correspondence English / Marathi

12. Documents Comprising the Bid

12.1 The 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 submitted in two separate parts viz: (1) Technical Bid and (2) Financial Bid as stated in the bid document.

a) TECHNICAL BID

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

- i) Earnest Money Deposit by Demand Draft (Bid security) as explained above.
- ii) Documents for Eligibility Criteria as stated in the bid document.
- iii) Copy of ITR, and Bid Capacity duly certified by C.A. for F.Y. 2015-16, for F.Y.2016-17 and for F.Y.2017-18
- iv) A list of works in hand and tendered for.
- v) Deleted
- vi) Deleted
- vii) Work plans prepared with help of computer software viz. MS-Projects / Prima Vera, indicating the methodology planning with resources logistics and work plan with indicative milestone shall be submitted duly signed by the Tenderer. He should indicate requirement of machinery and manpower in work plan. A bid uploaded without work plan in the form of bar chart indicating mile stone etc. would be considered as invalid and non responsive. The detailed work programme will be finalized and approved by Employer after award of work. Contractor shall suitably modify the programme as directed by Engineer.
- viii) Deleted
- ix) Litigation History if any.
- x) Subcontractors PQ documents.
- xi) Deleted

- xii) For bid documents, the payment should be made by Demand Draft of schedule bank.

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

b) FINANCIAL BID

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

12.2 Each part shall be separately considered.

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

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

13. Bid Prices

13.1. The contract shall be for the whole works as described in Sub-Clause 1.1, based on the percentage basis submitted by the Bidder.

13.2. Deleted

13.3. All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder (except Royalty and Quality Control Charges)

13.4: Deleted

14. Currencies of Bid and Payment

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

15. Bid Validity

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

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

15.3.* Deleted

15.4. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

16. 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 gateway system by using digital registration key as stated in Appendix to ITB.

16.3 Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.

16.4 The Earnest Money 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 Earnest Money 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.

16.1. Deleted

16.2. Deleted

16.3. Deleted

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.

17. Deleted

17.1. 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 the Bids

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

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

to the new deadline.

21. Late Bids

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

22. Modification and Withdrawal of Bids

22.1. Deleted

22.2. Deleted

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

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

E. BID OPENING AND EVALUATION

23. Bid Opening

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

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

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

23.1.2 Bidder's names, withdrawals, 'modification of technical bid', the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer the opening.

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

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

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

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

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

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

24. Process to be Confidential

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

25. Clarification of Financial Bids

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

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

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

26. Examination of Bids and Determination of Responsiveness

26.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially

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

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

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

27. Correction of Errors

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

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

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

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

28. Deleted

29. Evaluation and Comparison of Financial Bids

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

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

- (a) making any correction for errors pursuant to Clause 27; or
- (b) making an appropriate adjustments for any other acceptable

variations, deviations; and

(c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6.

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

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

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

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

30. Deleted

F. AWARD OF CONTRACT

31. Award Criteria

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

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

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

32. Employer's Right to Accept any Bid and to Reject any or all Bids

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

Employer's action.

33. Notification of Award and Signing of Agreement

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

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

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

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

34. Performance Security

34.1. **Within 10 days of receipt of the Letter of Acceptance**, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price. Full amount bank guarantee in the form given in Section 8; **or** certified Bank Draft as indicated in Appendix. **OR** 2% Performance Security except additional security shall be deposited before work order and remaining will be recovered from R. A. Bill.

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

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

34 (A) Additional Performance Security.

a) If offer quoted by contractor is up to 10 % below the cost, put to tender, then contractor is liable to pay 1% of tender cost in the form of Demand draft **from Govt./Schedule or Public bank for the Period of three month after completion of work., towards 'ADDITIONAL PERFORMANCE SECURITY'** `this shall in favor of Chief Executive Officer, PCNTDA Akurdi &` scanned copy of the same shall be submitted into envelope no. 2. with 'e'-tender.

b) If offer quoted is more than 10% below of cost put to tender, then difference of amount which is more than 10% below , the bank guarantee towards 'Additional ER-FORMANCE SECURITY' & scanned copy of the same shall be submitted into envelope no. 2. with 'e'-tender.

e.g. 1) If the quoted rate is 14% below then,	- upto 10% below = 1 %
2) Difference of	- 14% - 10% = 4 %
Total Performance Security = 5 %	

c) The hard copy BG of 'Addl. PERFORMANCE SECURITY' shall be presented in sealed envelope with clearly indicating in it "name of work and Tender Notice No." This envelope shall be submitted at the time of opening of price bid or within 5 working days after submission of tender.

d) Work order shall be issued only after submitted BG by lowest bidder.

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

f) This Bank Guarantee for Addl. Performance Security will be released within 3 months after successfully completion of work.

35 Advance Payment and Security

35.1. Deleted

36. Dispute Review Expert

36.1. Deleted

37. Corrupt or Fraudulent Practices

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

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

Plantation in Sector No. 1 to 28 of PCNTDA area.

1. Name of the Employer is : **Chief Executive Officer, Pimpri chinchwad New Town Development Authority**
Address: **New Administrative Building, Near Akurdi Railway station, Pune-411 044 .Tel :- 020-27652934 Fax : 020-27652935** [Cl. 1.1]
2. The last three years
2015 - 2016
2016 -2017
2017 - 2018
3. This annual financial turn over amount is Rs. 10.00 Lakh [Cl. 4.5A(a)]
Rs Ten Lakhs only (in words)
4. Value of work is Rs. 7,71,4.00/- (80% of Estimated Cost) [Cl. 4.5A(b)]
Rupees Seven Lacs Seventy One Thousand Four Hundred Twenty Four Only (in words)
5. Quantities of work are: **Deleted** [Cl. 4.5A(c)]
6. The cost of electric work is Rs.....Nil [Cl. 4.5A(d)]
Rs Nil only.....(in words)
7. Deleted
8. Liquid assets and/or availability of credit facilities is Rs. Nil [Cl. 4.5B(c)]
Rs Nil only (in words)**Deleted**
9. Price level of the financial year 2017-18 [Cl. 4.7]
10. Deleted
11. The technical bid will be opened at - As Above
(address of the venue) on(time and date)
12. Address of the Employer **Chief Executive Officer, Pimpri Chinchwad New Town Development Authority**

Address: New Administrative Building, Near Akurdi Railway station,

Contractor

No. of Corrections

Executive Engineer

13. Identification: [CI. 19.2(b)]

- Bid for(name of Contract)
- Bid reference No.(insert number)
- Do not open before..... (time and date)

14. The bid should be submitted latest by(date and time) [CI. 20.1(a)]

15. The bid will be opened at..... [CI. 23.1]

(place) on..... (time and date).

16. The Bank Draft in favour of ...CEO PCNTDA....

payable at ...Akurdi, Pune..... (CI. 34.1)

ANNEXURE-I

List of Key Plant & Equipment to be deployed on Contract Work

[Reference Cl. 4.5 (B) (a)]

-----Nil-----

ANNEXURE-II

List of Key Personnel to be deployed on Contract Work

[Reference Cl. 4.5 (B) (b)]

Contractor should have technical manpower as per below.

Horticulture manager - 1 No
Minimum qualification- Bsc. Agri / Horticulture
Experience- Three years

SECTION 2

QUALIFICATION INFORMATION

Contractor

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Executive Engineer

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 Civil Engineering construction 19.....19B

work performed in the last five years** 19.....19

(in Rs. Million) 19.....2000

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

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

**Attach certificate(s) from the Engineer(s)-in-Charge*

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

B Attach certificate from Chartered Accountant.

#1.3.2. Quantities of work executed as prime contractor, work performed in the past as a

Contractor

No. of Corrections

Executive Engineer

nominated sub-contractor, will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name and style) in the last five years: **

Year	Name of the work	Name of the Employer*	Name Quantity of work performed (cum)@						Remarks *
			Cement Concrete(including (RCC& PCC)	Masonry	Earth Works	WBM	WMM	Bituminous Work	
19....19....									
19....19....									
19....19....									
19....19....									
19....20....									

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

(A) Existing commitments and on-going works:

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

*Attach certificate(s) from the Engineer (in-charge)

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

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

Delete, if prequalification has been carried out

(B) Works for which bids already submitted:

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

Contractor

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Executive Engineer

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

Sanctions of the works	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar work

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

*1.8. Financial reports for the last 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 to Bidders. (Name of Consultant engaged for project preparation is**.....)

.....
.....
.....

1.13. Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB

Clause 4.1 &4.3 (I)]

1.14. Programme

1.15. Quality Assurance Programme

2. Deleted

Additional Requirements

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

- (i) Affidavit
- (ii) Undertaking
- ***(iii) Update of original prequalification application
- ***(iv) Copy of original prequalification application
- *** (v) Copy of prequalification letter

* Delete, if prequalification has been carried out

** Fill the Name of Consultant.

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

SECTION 3
CONDITIONS OF CONTRACT

Contractor

No. of Corrections
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Executive Engineer

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.

Bill of Quantities means the 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 Sub Clause 55.1.

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

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

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

The Contractor's Bid is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

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

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

"**CSD**" shall mean Common Set of Deviation. The ammendum/addenda/clarifications means information provided by the PCNTDA related to queries or its own there to facilitate to the tenderer.

Days are calendar days; months are calendar months.

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

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

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

"**Chief Executive Officer**" as used anywhere in the tender papers shall mean "Chief

Executive Officer” of the Pimpri Chinchwad New Town Dev. Authority, Nigdi who is designated as such for the time being in whose jurisdiction the work lies or the officer to whom the function of the Chief Executive Officer may be subsequently transferred.

“Chief Executive Officer’s representative” shall mean an assistant of the Chief Executive Officer notified in writing to the Contractor by the Chief Executive Officer.

The Engineer is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, ~~issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.~~

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

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

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

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

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

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

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

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

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

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

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

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

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

“Drawing” shall mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Chief Executive Officer.

Utility shall mean the services provided for the public.

2. Interpretation

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

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

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

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

3. Language and Law

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

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

4. Engineer's Decisions

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

5. Delegation

5.1. The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1. Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Deleted

7.1. Deleted

8. Other Contractors

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

9. Personnel

9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Contract Data. If the personal stated in the contract data are not deployed on site by the contractor, it will 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 his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

12. Contractor's Risks

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

13. Insurance

13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

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

13.2. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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

13.4. Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

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

14. Site Investigation Reports

14.1. The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

15.1. The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

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

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

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

18. Approval by the Engineer

18.1. The Contractor shall submit Specifications and Drawings showing the proposed

Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

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

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

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

18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

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

20. Discoveries

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

21. Possession of the Site

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

.

22. Access to the Site

22.1. The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

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

23.2. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24. Disputes

24.1. Deleted

25. Procedure for Disputes

25.1. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the work (whether during progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to the Engineer. If the Contractor within 21 days

of reference is not satisfied with the decision or non-decision by Engineer, he should refer such dispute as stated below.

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

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

25.2. Deleted

26. Replacement of Dispute Review Expert -deleted

26.1. Deleted

B. TIME CONTROL

27. Programme

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

27.2. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

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

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

28. Extension of the Intended Completion Date

28.1. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

28.2. The Engineer shall decide whether and by how much to extend the Intended Completion Date within 3) days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting

information. If the Contractor has failed to give early warning of a delay or has failed to co-operate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

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

29. Deleted

30. Delays Ordered by the Engineer

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

31. Management Meetings

31.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

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

32. Early Warning

32.1. The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

32.2. The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL

33. Identifying Defects

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

any work that the Engineer considers may have a Defect

34. Tests

34.1. The contractor shall be solely responsible for :

- a. Carrying out the mandatory tests prescribed in the specification of Ministry of 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

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

35.2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice. If the contractor is in default the Engineer shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due to the contractor.

36. Uncorrected Defects

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

D. COST CONTROL

37. Bill of Quantities

37.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

37.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

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

38.2. Deleted

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

39. Variations

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

Contractor

No. of Corrections

Executive Engineer

40. Payments for Variations

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

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

40.2. Deleted

40.3. Deleted

40.4. Deleted

40.5. Deleted

41. Cash Flow Forecasts

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

42. Payment Certificates

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

42.2. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question ~~in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51(3) of the Contract Data~~

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

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

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

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

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

43. Payments

43.1. Payments shall be adjusted for deductions for advance payments, retention, other

recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate.

43.2. Deleted

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

44. Compensation Events

44.1. Deleted

44.2. Deleted

44.3. Deleted

44.4. Deleted

45. Tax

45.1, The rates quoted by the Contractor shall be deemed to be inclusive of the sales, Central and State Governments, local bodies and authorities and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law,

46. Currencies

46.1, All payments shall be made in Indian Rupees.

47. Price Adjustment

47.1. Deleted

47.2.

48. Retention

48.1. The Employer shall retain from each payment due to the Contractor the proportion

stated in the Contract Data until Completion of the whole of the Works.

48.2. Deleted

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

49. Liquidated Damages

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

Contractor's liabilities.

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

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

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

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

50. Bonus

50.1. Deleted

51. Advance Payment

51.1. Deleted

51.2. Deleted

51.3. Deleted

51.4. **Secured Advance**

Deleted

52. Securities

52.1. The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date **60** days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

53. Deleted

54. Cost of Repairs

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

E. FINISHING THE CONTRACT

55. Completion

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

56. Taking Over

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

57. Final Account

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

58. Operating and Maintenance Manuals

58.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data. The Engineer shall modify the maintenance manuals if required and approve within 15 days of such submission by contractor.

58.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

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

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- (b) Deleted
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other

than for a reconstruction or amalgamation;

(d) Deleted

(e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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

59.3. When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

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

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

60. Payment upon Termination

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

60.2. If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works,and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be

deducted at source as per applicable law.

61. Property

61.1. All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

62. Release from Performance

62.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT

1. LABOUR:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

2. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for nonobservance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be

treated as the employees of the Employer at any point of time.

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

- a) Workmen Compensation Act 1923 :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972 :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.P. and Miscellaneous Provision Act 1952 :- The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.P. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951 :- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970 :- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take licence from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948 :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment.
Construction of Buildings, Roads, Runways are scheduled employments.
- g) Payment of Wages Act 1936 :- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979 :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

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 *SO*). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926 :- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1986 :- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979 :- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 :- All the establishments who carryon any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide

safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

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

3. ARBITRATION (GCC Clause 25.3) Deleted

SECTION 4
CONTRACT DATA

Contractor

No. of Corrections
52

Executive Engineer

CONTRACT DATA

Clause Reference
with respect
to section 3

Plantation in Sector No. 1 to 28 of PCNTDA area.

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

1. The Employer is [Cl. 1.1]
Name: **C. E. O. Pimpri chinchwad New Town Development Authority**
Address: **New Administrative Building, Near Akurdi Railway station,
Pune-411 044 .Tel :- 020-27652934 Fax : 020-27652935**
Name of authorized Representative (Will be intimated later)
2. The Engineer is Executive Engineer
Name of Authorized Representative:
3. Deleted
4. The Defects Liability Period is 36 months from the date of completion.
5. The Start Date shall be **work order date** for the work [Cl.1.1]
6. The Intended Completion Date for the whole of the Works is 36(Thirty-Six) months after start of work with the following milestones: [Cl.1.1, 17&28]
Milestone dates : Physical works to be completed Period from the start date
[Cl.2.2 & 49.1] Milestone 1 i.e.._3 months – complete plantation
36 months – Maintenance of plantation
7. The Site is located at Akurdi [Cl. 1.1]
8. The name and identification number of the Contract is: [Cl. 1.1]
9. Plantation in Sector No. 1 to 28 of PCNTDA area.
[Cl. 1.11]
The works shall, inter alia, include the following, as specified or as directed:

(C) Other Items

Any other items as required to fulfill all contractual obligations as per the [Cl. 1.1J]
Bid documents.

10. The following documents also form part of the Contract: [Cl. 2.3(9)]
11. The law which applies to the Contract is the law of Union of India

- law of Jurisdiction, Pimpri Chinchwad, Pune. [Cl .3.1]
12. The language of the Contract documents is English [Cl. 3.1]
For Correspondence Language English and Marathi.
13. Limit of subcontracting 10% of the Initial Contract Price Deleted [Cl. 7.1]
14. The Schedule of Other Contractors [Cl. 8]
15. The Schedule of Key Personnel As per Annex-II to Section I [Cl. 9]
16. The minimum insurance cover for physical property, injury and death [Cl. 13] is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.**Deleted**
17. Site investigation report [Cl.14]
18. The Site Possession Dates shall be [Cl. 21]
19. Deleted
20. Deleted
21. The period for submission of the programme for approval of Engineer [Cl. 27.1] shall be 7 days from the issue of Work Order.
22. The period between programme updates shall be 7 days. [Cl. 27.3]
23. Deleted
24. Deleted
25. The currency of the Contract is Indian Rupees. [Cl. 46]
26. Deleted
27. The proportion of payments retained (retention money) shall be 6% [Cl. 48] from each bill subject to a maximum of 5% of final contract price.
28. Amount of liquidated damages for For Whole of work [Cl. 49] delay in completion of works (1/2000)th of the Initial Contract Price, rounded off to the nearest Thousand, per day.
29. Maximum limit of liquidated 10 per cent of the [Cl. 49] damages for delay in completion of work Initial Contract Price rounded off to the nearest thousand.
30. Deleted
31. Deleted
32. Deleted
33. Deleted
34. Deleted

35. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: [CC1.52]
Performance Security for 5 per cent of contract price plus Rs .
..... (to be decided after evaluation of the bid) as additional security in terms of **ITB** Clause 29.5.

The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

36. Deleted

37. Deleted

38. Deleted

39. The following events shall also be fundamental breach of contract: [CC1.59.2]
"The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC."

40. The percentage to apply to the value of the work not completed [3, Cl. 60] representing the Employer's additional cost for completing the Works shall be 20 per cent.

SECTION 5

TENDER FOR WORKS

<p>* In figures as well as in words.</p>	<p>I/We hereby tender for the execution, for the PCNTDA (hereinafter and hereinafter referred to as “ PCNTDA “ of the work specified in the underwritten memorandum within the time specified in such memorandum at (In words) (percent below/above) the estimated rates entered in Schedule – B (memorandum showing items of works to be carried out) and in accordance in all respects with the specifications, design, drawings, and instructions, in writing referred to in Rule-1 hereof and in Clause-12 of the annexed conditions of the contract and agree that when materials for the works are provided by the PCNTDA such material the rates to be paid for them shall be as provided in Schedule “A” hereto.</p>
	<p style="text-align: center;">MEMORANDUM</p> <p>General Description : Plantation in Sector No. 1 to 28 of PCNTDA area.</p>

Agreement Form

Agreement

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

In witnessed whereof the parties there to have caused this Agreement to be executed

Contractor

No. of Corrections

Executive Engineer

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

.....
DATE

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".

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: Plantation in Sector No. 1 to 28 of PCNTDA area.

Where by confirm the following

- 1) The Bid is being submitted by---- (name of the Bidding Company/Lead Consortium Member in case of Bidding Consortium) who is the Bidding Company/the Lead Consortium Member. Of the Bidding Consortium comprising ----- (mention the names of the entities who are the consortium members),in accordance with the conditions stipulated in the bid document.(In case of a Bidding Consortium)Our Bid includes the Letter(s) of Acceptance in the format specified in the bid document ,and the Joint Deed Agreement (asper the principles stated in the bid document)between, ----- (mentionnamesoftheentitiesthatarethetheconsortiummembers),whoarethetheconsortiummember(s)aspertheconditionsstipulatedin 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 Bidis complete , is strictly asper 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 / Bidding Consortium of which we are the Lead Consortium Member (*Please strike out whichever is not applicable*), 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 180daysfrom the last date of submission of the Bid. For and on behalf of

Signature (Authorised Representative and Signatory)

Name of the Person

Designation

Contractor

No. of Corrections

Executive Engineer

SECTION 6
BILL OF QUANTITIES

BILL OF QUANTITIES

Preamble

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

SCHEDULE - 'A'

Name of work : - Plantation in Sector No. 1 to 28 of PCNTDA area.

Schedule showing (approximately) the material to be supplied from the departmental stores for work contracted to be executed and preliminary and ancillary works and the rates at which they are to be charged for

Sr.No.	Particulars	Quantity	Unit	Rates at which the materials will be charged to the contractor		Place of delivery	Remarks
				In Figure	In Words		
	Nil					

Signature of Contractor No. of corrections

Executive Engineer

Name of work :- Plantation in Sector No. 1 to 28 of PCNTDA area

SCHEDULE - B

Sr. No.	Quantity Estimated but may be more	Item of Work	Estimated Rate		Unit Per	Additional specification	Amount according to estimated quantity
			In figures	In Words			
1	2	3	4	5	6	7	8
1	550	Planting large flowering/shady trees: (Minimum Height to 2 Mtr) Digging pit with size 0.9 m x 0.9 m x 0.9 m removing and conveying unwanted stuff to a required distance as directed. Filling the pit with approved excavated material upto a height of 0.30 m. and remaining height of 0.60m. with fresh garden soil and manure in 3:1 proportion. Mixing soil & manure thoroughly well, levelling, as directed, watering previous night, planting two to three year old, minimum 2.0 mtr height, healthy trees sapling as per specifications. Maintaining till well established by watering, weeding, stirring of soil staking replacing of casualties etc. complete.	851.55	Rupees Eight hundred, fifty one & fifty five paise only	Nos.	P.W.D. Parks and Gardens Pune 5.12	468352.50
2	1650	Maintenance of tree by regular watering as per schedule, making of basin, cultivation of plant basin area, removal of branches and application of suphala fertilizer as per schedule etc. (For 3 Years) By PCMC Rate.	295.32	Rupees Two hundred, ninety five & thirty two paise only	Nos.	As per PCMC R.A. of Garden Supritendent	487278

3	1	Dumper for transporting the old tree guard from pradhikaran sector no 25 to site of work including labours for loading and unloading tree guards etc. Rate as per PWD DSR 2016-17 & 2017-18 Item no.153, Page no.388 & Item no 36, Page no. 359 R.A	3150	Rupees Three thousand,one hundred & fifty only	Days	P.W.D. DSR	3150
4	550	Cleaning existing Tree guard and fixing at the site of work for protecting trees	10	Rupees Ten only	Nos.	As per NHAI	5500
				Total	Say Rs.	964280.50	

(Rupees Nine Lakh Sixty Four Thousand Two Hundred Eighty and Fifty paise only.)

**Executive Engineer
Engineering Division-A**

