



पिंपरी चिंचवड नवनगर विकास प्राधिकरण

नविन प्रशासकीय इमारत, आकुर्डी रेल्वे स्टेशन जवळ, आकुर्डी, पुणे-४११ ०४४., दुरध्वनी क्र. (०२०) २७१६६०००/२७६५२९३४/३५
फॅक्स क्र. (०२०) २७६५३६७० ई मेल : pcntda@yahoo.com वेबसाईट : www.pcntda.org.in

जा.क्र.विप्रा/विद्युत/ 204

दिनांक : 12/07/2019

नोटीस

विषय : विकास प्राधिकरण कार्यालयातील विद्युत संचमांडणी मध्ये सुधारणा करणेबाबतचे काम

विकास प्राधिकरणाच्या मुख्य प्रशासकीय इमारतीच्या विद्युत संचमांडणीमध्ये काही सुधारणा करणे प्रस्तावित आहे. सदर विद्युत संचमांडणीमध्ये बदल करणेकरीता मान्यताप्राप्त विद्युत ठेकेदाराकडून सिलबंद 2 लिफाफा पद्धतीने दरपत्रके मागविणे प्रस्तावित आहे. सदर कामाचा तपशिल सोबतच्या नोटीस सोबत जोडण्यात आलेला आहे.

विषयांकीत विद्युत विषयक कामाचे दरपत्रक सिलबंद दोन लिफाफ्यामध्ये कार्यकारी अभियंता (विद्युत) यांचे कार्यालयात दिनांक 19/07/2019 पर्यंत दुपारी 3:00 वाजेपर्यंत आणून द्यावे, आपले दरपत्रक वाहतूक, व इतर सर्व करांसहीत (GST वगळून) असावेत.

-सही/--

कार्यकारी अभियंता
विद्युत विभाग

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



DETAILS ELECTRICAL WORK TENDER

TENDER PAPER

B-1 TENDER PAPERS

NAME OF WORK: - Renovation to existing electrical installation at New admin building of Pimpri Chinchwad New Town Development Authority

Estimate Cost	:	Rs . 2,56,830/-
Tender form Fee	:	Rs. 225/-
Earnest Money Deposit	:	Rs. 2,600/-
Security Deposit	:	Rs. 13,000/-

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

**NAME OF WORK: - Renovation to existing electrical installation at New
admin building of Pimpri Chinchwad New Town
Development Authority**

CONTENTS OF TENDER DOCUMENT

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PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY,

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

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

Tender Notice No: 2019-20

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

Sr. No.	- tender No.	Name of work	Type	Estimated cost of Work (Rs.)	Earnest Money (Rs.)	Security Deposit (Rs.)	Time Limit for completion(period of work)	tender form fees (Non Refundable) (Rs.)
1.		Renovation to existing electrical installation at New admin building of Pimpri Chinchwad New Town Development Authority	1 st call	2,56,830/-	2,600/-	13,000/-	45 Days	225/-

CHAPTER - I

DETAILED TENDER NOTICE

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

1. **NAME OF WORK: - Renovation to existing electrical installation at New admin building of Pimpri**
2. **Chinchwad New Town Development Authority**
3. **ESTIMATED COST PUT TO TENDER : Rs. 2,56,830/-**
4. **BLANK TENDER FORM : Rs. 225/-**

1. **EARNEST MONEY DEPOSIT (EMD) –**

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

1.2. a) Earnest money of minimum Rs.2,600 /-shall be paid by cash or DD in Indian Overseas bank, Nigdi branch.

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

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

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

2. **SECURITY DEPOSIT**

The total Security Deposit shall be 5% (Two percent) of estimated cost or accepted tendered amount, whichever is higher. Such security deposit shall be for a period of DLP.

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

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

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

- e. g. If the quoted rate is 15% below than -
a) upto 10% below = 1%
b) Difference of 15% - 10% below = 5%
Total Performance Security =6%

If offer quoted is more than 15% below of the cost put to tender, then Two times difference of amount which is more than 15% below, shall be payable in favour Pimpri Chinchwad New Town Development Authority, Akurdi, Pune ó 411 044 in the form of Demand Draft towards " ADDITIONAL PREFORMANCE SECURITY" and scanned copy of the same shall be submitted into envelope No. 2 with e-tender.

- e. g. If the quoted rate is 19% below than -
a) upto 10% below = 1%
b) 10% to 15% below (15-10 = 5) = 5%
c) From 15% to 19% below (19 ó 15 = 4) = 4*2 = 8%
Total Performance Security = (1+4+8) =13%

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

The hard copy of Demand Draft of Performance Security shall be presented in sealed envelope with clearly indicating in it "Name of work and Tender Notice No." This envelope shall be submitted at the time of opening of price bid or within 5 working days offer submission of tender. Work order shall be issued only after encashing Demand Draft submitted by lowest bidder or successful bidder can submit the additional performance security in the form of bank guarantee which should be valid till agreement period + 60 days.

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

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

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

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

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

3. TIME LIMIT FOR COMPLETION OF WORK

The time limit for completion of work is 45 days and will be counted from the date of issue of work order.

4 ELIGIBILITY OF BIDDER

5

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

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

5.3 Scan copy of GST certificate

5 ENVELOPE NO. 1 : (Documents)

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

1.	Copy of challan for Blank Tender Fees and EMD paid by cash or DD in Indian Overseas bank, Nigadi branch.
2	copy of the magnitude of works done by the Contractor during in Government/Private Sector, out of which the magnitude of one single LT electrical work done by the Contractor not less than Rs 80,000/-
3	Copy of Valid Electrical contractor license.
4	Copy of Valid GST certificate
5	Copy of Permanent Account Number allotted by Income Tax Department
6	Copy of ownership certificate/Partnership Deed in case of Partnership Firm, Memorandum / Article of Association in case of Company & Power of Attorney if applicable.
7	Copy of acknowledged income tax return filed for immediate preceding financial year.

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

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

6 ENVELOPE No.2 TENDER (FINANCIAL BID)

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

Contractor has to submit the hard copy of the Envelope 1 & 2 separately in the office of Executive Engineer (Electrical), PCNTDA, Akurdi, Pune 44 on or before the last date of submission of the tender as mentioned in the Tender notice.

7 Validity of terms of the BID

10.1 It is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 180 days from the last date for submission of the Non-adherence to this requirement will be a ground for declaring the Proposal as non-responsive. In exceptional circumstances, PCNTDA may solicit the Bidder's consent for extension of the period of validity. The Bidder agrees to

reasonably consider such a request. The request and response shall be in writing. A Bidder accepting PCNTDA's request for validity extension shall not be permitted to modify its offer.

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

8. POWER OF ATTORNEY:

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

Clarifications, if any, can be sought from:

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

9. ONE BID PER BIDDER

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

10. COST OF BIDDING

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

11 SITE VISIT

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

12 OPENING OF TENDER

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

12.1 ENVELOPE No.1: -(Documents)

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

12.2 ENVELOPE No.2: (Financial Bid)

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

13 RIGHT RESERVED: -

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

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

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

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

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

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

Definitions:

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

1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.Utility shall mean the services provided for the public.

1.2 Relation between the parties

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

1.3 LawGoverningContract

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

1.4 Language

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

1.5 Heading

The Headings shall no affect the meanings of this contract.

1.6 Notices/Correspondence

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

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

Client:

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

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

1.7 Location:

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

1.8 Authorized Representatives

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

1.9 Taxes and Duties:-

Unless otherwise specified, EXCEPT SERVICE TAX(Service tax with other applicable on service Tax from time to time) the Consultant shall pay such taxes, duties, fees and other impositions as may belevied under the Applicable Law (No reimbursement shall be paid at any stage of agreement by PCNTDA)

Contractor

Executive Engineer (Elect.)

Chief Executive Officer

OFFER

TENDER FOR WORKS

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

Memorandum

5. Name of work: Renovation to existing electrical installation at New admin building of Pimpri Chinchwad New Town Development Authority

1.

2. Estimated Amount	Rs.	2,56,830/-
3. Earnest Money	Rs.	2,600/-
4. Security Deposit (5%)	Rs.	13,000/-

6) Time allowed for the work from the date of
Written order to Commence the work ----- 45 days

GST will be paid separately as per Government resolution

I/ we have paid online a sum of Rs 2,600/- in name of Pimpri-Chinchwad New Town Development Authority, as Earnest Money and agree to its absolute forfeiture for any default, as provided for in 1st para of the detailed tender notice.

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

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

Dated the day of 2019.

Address:

Contractor's Signature (with seal)

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

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

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY AKURDI, PUNE.

SCHEDULE 'A'

1. Name of work: Renovation to existing electrical installation at New admin building of Pimpri Chinchwad New Town Development Authority

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

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

Contractor

Executive Engineer (Elect.)

Chief Executive officer

Contractor

No. of Corrections

Executive Engineer (ELECT) 14

SCHEDULE "B"

Memorandum showing items of work to be carried out

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

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

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

Signature of Contractor

Signature of Executive Engineer (Elect.)

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

Schedule-B

Sr. No.	Qty	Item Description	UOM	Rate (in Fig)	Rate (In words)	Amount
1	113	Supplying, erecting & terminating XLPE armoured cable 3½ core 120 sq. mm. aluminium conductor with continuous 12.97 sq. mm. (8 SWG) G.I. earth wire complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no. CB-LT/AL (7-1-20)	Mtr	640	Rs. Six Hundred forty only	72320
2	1	Supply, erection, testing and commissioning of distribution panel consisting of 1 incoming and 4 outgoings made up of CRCA sheet (Non DSR Item)	Each	82458	Rs. Eighty two thousand four hundred fifty eight only	82458
3	10	Supplying and erecting G.I. pipe above round of 'C' class ERW of size 50 mm dia with necessary fittings complete as per specification no. FF-PP 13-5-3	Mtr	677	Rs. Six hundred seventy seven	6770
4	3	Providing earthing with galvanized iron earth plate size 60 x 60 x 0.6 cm complete with all materials, testing & recording the results as per specification no. EA-EP9-1-1	Each	3931	Rs. Three thousand nine hundred thirty one only	11793
5	195	Supplying, erecting & terminating XLPE armoured cable 3½ core 50 sq. mm. aluminium conductor with continuous 5.48 sq. mm. (12 SWG) G.I. earth wire complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no. CB-LT/AL7-1-17	Mtr	323	Rs. Three Hundred twenty three only	62985
6	4	Supplying and erecting bus bar chamber triple pole with neutral with four aluminium bars, 500V, 100A complete as per specification no. CP-BB 6-2-1	Each	5126	Rs. Five thousand one hundred twenty six only	20504
Total						256830

Condition of Contracts

Clause: 1

Security deposit:

- The security deposit to be taken for the due performance of the contract will be 5% of the tender amount (inclusive of Earnest Money). The successful Bidder shall pay:
 - 1) The EMD will be converted to Security deposit and contractor has to pay remaining security deposit 4% at the time of agreement only.
 - 2) The Development Authority shall be at liberty to invest the deposit in any form it chooses and shall not be liable for payment of any interest on this sum to the contractor in that case.

The deposit shall be available for forfeiture by the Development Authority in case of default by the contractor.

The Security Deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period of one year from the date of commissioning & completion and shall be returned after the Development authority is satisfied that no defect is discovered in the work, or no claim is found out against the contractor against the contractor within this period. In such cases, payment will be made after defect is removed and/or claim is satisfied.

Clause: 2

Action when whole of the Security Deposit is for forfeited:

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

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

In the event of any of the above courses being adopted by the Chief Executive Officer the contractor shall have no claim for compensation for any loss sustained by him by reasons on his having purchased or procured any materials or entered into engagement or made any advance on account of or with a view for the execution or the work of the performance of the contract. And in case the contract shall be rescinded under provision aforesaid, the contractor shall not be entitled to cover or be paid any sum for any work there to actually performed under this contract unless and until the Executive Engineer certifies in the writing the performances of such work and the value payable in respect thereof and he shall only be entitled to the payment of the value so certified.

Clause: 3

Extension of the time:

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

Clause: 4

Completion Certificate:

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

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

Clause: 5

Bills to be on printed forms:

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

Clause: 6

Contractor percentage whether applied net or gross amounts of bill:

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

Clause: 7

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

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

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

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

Clause: 8

Action and compensation payable in case of bad work:

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

such inferior work or materials as described above may be accepted or made use of it ,shall be within his discretion to accept the same at such reduced rates as he may fix thereof.

Clause: 9

Contractor to supply plant, ladders scaffolding etc:

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

Clause: 10

Labour:

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

Clause: 11

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

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

Clause: 12

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

Clause: 13

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

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

Clause: 14

No work on Bazaar day:

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

Clause: 15

Reasonable compensation by contractor for any default:

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

Clause: 16

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

Clause: 17

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

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

Clause: 18

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

Clause: 19

Rates:

The rates to be quoted by the contractor must be exclusive of GST.

Clause: 20

Acceptance of condition compulsory before tendering for work:

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

Clause: 21

Defective Liability:

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

DECLARATION OF THE CONTRACTOR

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

Contractor

Executive Engineer (Elect.)

Chief Executive Officer