

PCMC

TENDER Notice No: //HO/5/27/2017-2018 , CIVIL ENGINEERING DEPARTMENT
PIMPRI CHINCHWAD MUNICIPAL CORPORATION,
PIMPRI, PUNE-18

NAME OF WORK: Providing & Erecting mandap for various P.C.M.C. Program at C,E and F zone.

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CHECK LIST

The list below shall contain the following documents particularly otherwise the tender will be rejected.

Sr.No.	Brief Description of contents
1	Payment of Earnest Money and Blank Tender form as stated in the tender notice along with necessary documents in support of eligibility criteria stated in the tender notice and in the detailed tender notice
2	List of Works in Hand and tendered for (Statement No I) along with requisite certificate
3	List of Works of similar type and magnitude carried out by Contractor (Statement No II) along with requisite certificate.
4	Details of Plant and Machinery (Statement No III) along with requisite certificate
5	List of Technical Personnel available with the tenderer and Personnel to be deployed on this work (Statement No IV)
6	Partnership Deed/ Memorandum and Article of Association. If the tendering contractors are a firm or company, they shall in their forwarding letter should mention the names of all the partners of the firm or the company as the case may be and the names of the partners who hold the power of attorney authorizing him to conduct transactions on behalf of the Company / Firm. Copy of such power of attorney duly signed by all partners shall be up linked.
7	Attested copy of PAN Card and latest Income Tax Returns for last 5 financial years
8	Attested Copy of valid Registration Certificate
9	Contractor's proposed methodology and programme as stated in the bid document with resource logistics for this work
10	Bid capacity calculations certified in original by the Chartered Accountant.
11	The documents and certificates justifying other technical qualification criteria.

Note: (i) All documents must be signed by the Tenderer.

(ii) Information asked in prescribed Proforma shall be submitted in prescribed format only.

(iii) The enclosures document (Sr. No 1 to 12) shall be in the form of attachments duly signed by the contractor and uploaded in e-tendering system. The attachments shall be signed scanned copies of original documents duly certified by competent authorities. At the time of opening of tenders (documents), every bidder shall produce all such original documents (from which the scanned copies are uploaded) for verification from PCMC authorities.

(iv) If PCMC detects any discrepancy in original and scanned documents uploaded on PCMC website, the bid submitted by the bidder shall be treated as non responsive and rejected. For assistance and clarification about gate way payment system In case of further clarifications regarding gate way system for payment of EMD and cost of blank tender form the bidder can contact Mr.Sachin Sathe mobile No +919850059889.

(v) Disclaimer Every effort is being made to keep Pimpri Chinchwad Municipal Corporation's Website up to date and running smoothly 24X7. However Pimpri Chinchwad Municipal Corporation takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time. In that event PCMC will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website, It includes all associated services, or due to such unavailability of the website or any part there of or any contents or any associated services.

STATEMENT NO. I

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

NAME OF THE TENDERER:

Sr.No.	Name of work.	Place & Country	Work in hand		Anticipated date of completion	Works tendered for			Remarks
			Tendered cost	Cost of remaining work		Estimated cost	Date when decision is expected	Stipulated date or period of completion	
1	2	3	4	5	6	7	8	9	10

STATEMENT NO. II

Details of works of similar type and magnitude carried out by the Contractor

NAME OF THE TENDERER:

Sr.No.	Name of work	Cost of work	Date of starting	Stipulated date of completion	Actual date of completion	Actual date of completion
1	2	3	4	5	6	7

STATEMENT NO. III

Details of Plants and Machinery immediately available with the tenderer for this work

NAME OF THE TENDERER:

Sr. No.	Name of equipment	No. of units	Kind and make	Capacity	Age and condition	Present location	Remarks
1	2	3	4	5	6	7	8

STATEMENT NO. IV

Details of Technical Personnel available with the Contractor.

NAME OF THE TENDERER:

Sr. No.	Name of the person	Qualification	Whether working in field or office	Experience of execution of similar works	Period for which the person is working with the Tenderer	Remarks
1	2	3	4	5	6	7

CHAPTER I
PIMPRI CHINCHWAD MUNICIPAL CORPORATION, PIMPRI
DETAILED TENDER NOTICE

Offers by way of e-tendering (Percentage Rate) are invited by the City Engineer, Pimpri Chinchwad Municipal Corporation from pre registered contractor's with Pimpri Chinchwad Municipal Corporation in e-tendering system for following works.

Sr.No.	Name Of Work	Estimated Cost in Rupees	Earnest Money in Rs.	Security deposit in Rs.	Class of Contractor	Time limit in Calendar Months
1)	Providing & Erecting mandap for various P.C.M.C. Program at C,E and F zone.	Rs. 1679958/-	Rs. 16800/-	Rs. 84000/-	G	9

6 TIME LIMIT FOR COMPLETION OF WORK

The time limit for completion of work is 9 (Nine) months including monsoon and will be counted from the date of issue of work order.

7. APPLICATION FOR REGISTRATION FOR e-TENDERING

The details of above works, such as Security Deposit, Earnest Money Deposit, Terms & Conditions of the Tender and Schedules of works are available on PCMC's web site www.pcmcindia.gov.in. Tenders for these works are to be submitted by e-tendering system. For this purpose contractors are required to register themselves with Civil Engineering Department of PCMC. Fees and procedure for registration is as follows and detailed information for registration is available with Civil Engineering Department of PCMC.

- 1 Submit duly completed registration form with.
 - a)Registration fee Rs.3,000 /- by demand draft from Nationalized/Scheduled Bank drawn in favour of The Commissioner Pimpri-Chinchwad Municipal Corporation, payable at branch located in PCMC area.
 - b)Certified copies of required documents for registration as per list of documents given at sr. no. 2 below.
- 2) Documents to be submitted in original along with one attested copy of each of following documents.
 - a)Valid certificate of registration .
 - b)Valid registration certificate under Mumbai Sales Tax act 1959.
 - c)Valid Registration certificate under Works Contract Act 1989 or as per VAT
 - d)Income Tax returns filed during last 5 years.
 - d)Income tax Pan Card
- 3) Joint Ventures are not permitted.

The procedure for submission of bids by e-tendering system is available on PCMC web site. Any clarification and additional information about this procedure can be obtained from the Accounts officer, Civil Engineering Department, 1st floor, PCMC Main Building.

8 ISSUE OF e-TENDER FORM

Registered bidders can avail the e-tender document from PCMC website

9. DATE OF SUBMISSION

The last date of submission is 21/08/2017 up to 3.00 PM. The method of submission is as stated

10 PLACE OF SUBMISSION

- 1 Tenders are to be submitted by e tendering process on web site of PCMC as stated in this document. The contractors registered for e-tendering system will be given Digital Key & only those registered contractors who deposit the cost of blank tender form and EMD by gate way system are permitted to submit the tenders by e-tendering System. Registered Contractors are advised to pay cost of blank tender form & earnest money deposit by gateway system to PCMC as stated on PCMC website and in demonstration menu highlighted on this website. All bidders are advised to submit their financial offers by e-tendering system only and not by submitting in hard copies (conventional system). However the soft copies for study and information are available on PCMC web site www.pcmcindia.gov.in.
- 2 The bidders shall upload on PCMC website the documents listed in the check list (Sr. No. 1 to 12) as stated. PCMC authorities shall verify such uploaded documents in comparison with the original documents (original documents which are scanned and uploaded)and any discrepancy in such scanned documents and original documents is detected, the offer submitted by the concerned bidder shall be treated as non responsive and hence will not be opened. As such the bidder shall produce such original documents for verification to PCMC authorities at the time of opening. If the bidder fails to produce such original documents for verification which is an essential step to compete in financial bid process, his submitted bid shall be treated as non responsive.

11. AMENDMENT OF BIDDING DOCUMENTS

- a) At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing Addenda.

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Sanjay Dinkar Kamble
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- a) Any Addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall promptly acknowledge receipt of each Addendum by cable to the Employer.
- a) To give prospective bidders reasonable time in which to take an Addendum into account in preparing their bids.

12. COST OF BLANK TENDER FORM (NON-REFUNDABLE)

- a) Rs. 1760 / (one thousand seven hundred sixty Only) (To be paid by gateway System)

13. VALIDITY OF THE OFFER

120 days from the date of receipt of the Tender.

14. ELIGIBILITY OF TENDERER

The Bidders should be registered contractors of PCMC having completed the registration procedure of e-tendering as detailed in the Invitation for Bids and shall have following machinery and equipments as stated below.

15. BID CAPACITY

Bidder shall have financial bid capacity to qualify more than the total value of works for which he has offered the bid. Bidder who meets the financial and technical qualification criteria will be a responsive bidder if his available bid capacity is more than his quoted value for the particular work in which he intends to compete. The available bid capacity will be calculated as below:

Assessed Available bid capacity = (A x N x 2 - B)

A = Maximum value of civil engineering works executed in any one financial year during the last five years i.e. from 1st April, 2004 to 31st March, 2009 (updated to 2008-2009 level by following factors of escalation). For example, the value of the work done during 2008-09 updated by multiplying factor 1.0, the value of work done during 2007-2008 will be updated to 2008-2009 level multiplying by a factor 1.1, the value of work done during 2006-2007 will be updated to 2008-2009 level multiplying by a factor 1.2, the value of work done during 2005-2006 will be updated to 2008-2009 level, multiplying by a factor 1.3 etc. N = Number of years prescribed for completion of the works for which bids are invited B = Value, updated to 2008-2009 price level, of existing commitments and on-going works to be completed during the N years. Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works lists should be countersigned by the respective Employer or his authorized representative. The contractor should enclose calculations showing available bid capacity.

16. COST OF BIDDING

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

17. 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.

18. MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS

- 18.1 Bid shall be submitted by e-tendering system. For this purpose Bidders are required to register themselves with Civil Engineering Department of PCMC. The procedure is given in Clause 7.
- 18.2 Bid shall be submitted by e-tendering process only on PCMC website
- 18.3 The following procedure shall be followed in e-tendering
 - a) The Bidders registered for e-tendering system will be allotted with a Digital Key and only such registered Bidders shall submit the bids by e-tendering System. Registered Bidders shall pay cost of blank tender form and Bid Security by gateway system to PCMC.
 - b) The bid shall be submitted online only in Technical and Financial bid format only. All documents listed in the check list and stated in the qualification criteria duly signed by the bidder, shall be scanned and uplinked on PCMC website.
 - c) Bidders are advised to submit their offers by e-tendering system only and not by submitting in hard copies (conventional system). The soft copies of the bid document for study and information are available on PCMC web site www.pcmcindia.gov.in.
- 18.4 All documents stated in the Check list shall be submitted online only by the bidder. The bidder shall strictly ensure that all such attachments are complete and signed in all respects before he scans the documents and Upload it PCMC website. Bids which do not satisfy the requirements stated will be treated as non responsive.
- 18.5 The bidder shall quote his offer on the bid forms as prescribed in template available online at the appropriate place. He shall not quote his offer anywhere directly or indirectly.
- 18.6 Price quoted online in template provided online only would be considered for evaluation.

19. OPENING OF TENDER

The bids will be opened online on the date specified above (if possible) in the presence of the intending bidder or their authorized representatives who may choose to remain present. Following procedure will be adopted for opening of the tender:

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First of all, check list documents of the tender will be opened to verify the contents as per the requirements. If the various documents contained in this check list do not meet the requirements of the PCMC, a note will be recorded accordingly by the bid opening authority and the financial offer of such bidder will not be considered for further action but the same will be rejected.

a) The technical bid evaluation of the bidders will be done after verification of the original certificates / documents (scanned copies uploaded online towards qualification criteria furnished by the bidders.)

b) The bidders shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/ deviation noticed will be viewed seriously apart from canceling the work duly forfeiting the BID Security including suspension of business.

After opening of check list documents if contents of the same are found to be acceptable to the PCMC and the EMD is deposited with PCMC by gate way system then only the financial offer shall be opened.

a) Successful bidder will be intimated by e-mail.

b) The successful bidder shall furnish the duly signed print outs of blank bid documents including CSC/CSD and addendum if any, before concluding the agreement

20. RIGHT RESERVED: -

Right to reject any or all tenders without assigning any reason therefore is reserved by the competent authority of Pimpri Chinchwad Municipal Corporation, Pimpri whose decision will be final and legally binding on all the tenderers.

a. The Pimpri Chinchwad Municipal Corporation, Pimpri at its discretion may extend the dead line for submission of tender by issuing an amendment.

b. The Pimpri Chinchwad Municipal Corporation, Pimpri shall have the right to revise or to amend the contract document prior to receipt of tender.

FORM B-1

**PERCENTAGE RATE TENDER AND CONTRACT OF WORK
PIMPRI CHINCHWAD MUNICIPAL CORPORATION
CIVIL ENGINEERING DEPARTMENT, PIMPRI-411018**

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

- 1 All works proposed to be executed by contract shall be notified in the soft form on PCMC website www.pcmcindia.gov.in in tender for works attributes. And the tender notice is to be published in news papers.

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

Where the works are proposed to be executed according to the specifications recommended by a Contractor and approved by a competent authority on behalf of the Corporation, such specifications with designs and drawings shall form part of the accepted tender.
- 2 In the event of the tender being up linked by a firm, the bidder has to up link the copy of partnership deed along with power of attorney as stated in the check list and Vol. I of the work.
- 2(A). (i) The contractor shall pay along with the tender sum of Rs. 16800/- (Rupees Sixteen Thousand Eight Hundred only) through gate way system only, as and by way of earnest money. The said amount of earnest money shall not carry any interest what so ever.
(ii) In the event on his tender being accepted, subject to provision of sub-clause (iii) below, the said amount of earnest money should be appropriated towards the amount of security deposit payable by him under conditions of General conditions of Contract.
(iii) If, after up linking the tender, the contractor withdraws his offer, or modifies the same, or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights and powers of the Corporation, hereunder, or in law, Corporation shall be entitled to forfeit the full amount of the earnest money deposited by him.
(iv) In the event of his tender not being accepted, the amount of earnest money deposited by the contractor, shall unless it is prior thereto forfeited under the provisions of Sub-clause (iii) above, be refunded to him on his passing receipt therefore.
- 3 Receipts for payments made on any account of work, when executed by a firm, should also be signed by all the partners except where the Contractors are described in their tender as firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
- 4 Any person who offers the bid shall fill up the space in the window displayed in the E tendering format on PCMC website, stating at what percentage above or below the rates specified in Schedule 'B' (Memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the Estimated rates/ Schedule rates shall be named. Tenders, which proposed any alteration in the works specified in the same form of invitation of tender, or in the time allowed for carrying out the work, or which contain any other conditions, of any sort will be liable to rejection. No bidder shall submit two offers for one work, but if the bidder who wish to tender for two or more works, they shall up link a separate offer for each. Tender shall have the name and number of the work to which they refer, displayed in the website.
- 5 The Commissioner or his duly authorized assistant shall open tenders (every bidder shall produce the original copies of the documents stated in the check list for verification by the PCMC authorities. In case a discrepancy is found and /or if the bidder doesn't meet the qualification criteria stated, their bids will not be considered and shall be treated as non responsive) in the presence of Contractors who have up linked their offers or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the Contractor shall for the purpose of identification, sign copies of the tender and of the specifications and other documents mentioned in the rule 1. In the event of the tender being rejected, the City Engineer shall authorize the P.C.M.C. Officer concerned to refund the amount of the earnest money deposited, to the Contractor marking the tender, on his giving a receipt for the return of the money.
- 6 The officer competent to dispose of the tenders shall have the right of rejecting all or any of the Tenders.
- 7 No receipt for any payment alleged to have been made be a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Corporation unless it is signed by the Executive Engineer or other appropriate officer of P.C.M.C.

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- 8 The Memorandum of work to be tendered for and the schedule of materials to be supplied by the Corporation and their rates shall be filled in by any competent person from the office of the City Engineer before the tender form is issued.
- 9 All work shall be measured net by standard measure and according to the rules and customs of the Public Works Department and without reference to any local custom.
- 10 Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.
Every registered contractor should produce along with his tender certificate of registration as approved contractor by PCMC in the appropriate class and renewal of such registration with date of expiry.
- 11 All corrections and additions or pasted slips up linked shall form a part of the contract.
- 12 The measurements of work will be taken according to the usual methods in use in the Public Works Department and no proposals to adopt alternative methods will be accepted. The City Engineer's decision as to what is the usual method in use in Public Works Department will be final.
- 13 The tendering Contractor shall submit a declaration along with the tender displayed at appropriate place, showing all works for which he has already entered into contract and the value of the work that remains to be executed in each case on the date of submitting the tender.
- 14 Every tenderer shall up link along with the tender, information regarding the Income tax circle or Ward of the District in which he is assessed to Income Tax, the reference to the number of the assessment and the assessment year, and a valid Income Tax Clearance Certificate.
- 15 In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the Corporation for the purchase of plant and machinery required for the execution of the work contracted for.
- 16 The contractor will have to construct shed for storing controlled and valuable materials issued to him under Schedule 'A' of the agreement, at work site, having double locking arrangement. The materials will be taken for use in the presence of the Departmental person. No materials will be allowed to be removed from the sites of the works.
- 17 The Contractors shall also give a list of machinery in their possession and which they proposed to use on the work in the form of Statement No. III as stated in the check list.
- 18 Every registered contractor should furnish along with tender a statement showing previous experience and technical staff employed by him, in the form of Statement No. IV as stated in the check list.
- 19 Successful tenderer will have to produce to the satisfaction of accepting authority a valid and current license issued in his favor under the provision of Contract Labor (Regulation and Abolition Act 1973) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Corporation.
- 20 The contractor shall comply with the provision of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be breach of the contract and the City Engineer, may in his discretion cancel the contract. The contractor shall also be liable for pecuniary liability arising on account of any violation by him of the provisions of the Act.
- 21 Third Party inspection by SGS india Pvt Ltd. is applicable for this work. Contractor has to bear all the cost required for testing , sampling & inspection as per procedures & rules of SGS. Testing & inspection shall be done as per approved QAP of PCMC.

Tender for works

Pimpri Chinchwad Municipal Corporation (here-in-before and hereinafter referred to as Corporation) of the work specified in such Memorandum at _____ Percent Below/Above (in words _____) Percent below/above) the estimated rates entered in Schedule B (Memorandum showing items of work to be carried out) and in accordance in all respects with the specification, designs, drawings and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Corporation, such materials and the rates to be paid for them shall be as provided in Schedule A hereof

I have deposited Earnest money Rs.

In words

Bank _____ through net banking

MEMORANDUM

- | | | |
|---|---|-----------------------|
| 1 | (a) General Description: | Separately attached |
| | (b) Tender Cost | Rs 1679958/- |
| | (c) Earnest Money | Rs 16800/- |
| | (b) Security Deposit | Rs 84000/- |
| | (i) EMD to be converted | Rs 0% of contract sum |
| | (ii) In the form of FDR at the time of agreement. | Rs 2% of Contract sum |
| | (iii) To be deducted from Running bills (2%) | Rs 2% of Contract sum |
| | TOTAL | Rs 0% of Contract sum |
| | (e) Time allowed for the work from date of written order to commence. | 9 Calendar Months. |
2. I/We agree that the other offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening the same thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of such authority. The EMD amounting to Rs. 16800/- is forwarded to PCMC by gate way system. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Corporation should I/We fail to (i) abide by the stipulation to keep the offer open for the period mentioned above of (ii) sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the Memorandum contained in paragraph (i) above within the time limit laid down in clause (1) of the annexed General Conditions of the Contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/ us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid. Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract stated hereto so far as applicable and in default thereof and pay to Corporation, the sum of money mentioned in the said conditions.

Amount to be specified in words and figures

The earnest money (a) the full value of which is to be absolutely forfeited to Corporation if I/We should not deposit the full amount of security deposit in specified format in the above memorandum, in accordance with clause 1(A) of the said conditions, otherwise the said sum of Rs. 16800/- (Rupees Sixteen Thousand Eight Hundred only shall be refunded.

Signature of the Contractor
before submission of the
Tender.

Address:

Dated the _____ day of

Signature of the Witness to
Contractor's Signature.

Address:

(Occupation)

The above tender is hereby accepted by me for and one behalf of the Pimpri Chinchwad Municipal Corporation.

CONDITIONS OF CONTRACT

Security Deposit

Clause 1: The person / persons whose tender may be accepted (hereinafter called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) shall (A) within 10 days (which may be extended by the City Engineer concerned up to 15 days, if the City Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in F.D.R. pledged in the name of the Commissioner (if deposited for more than 12 months of sum as will amount to 5 percent of all moneys so payable such deductions to be held by PCMC by way of security Deposit). Provided always that in the event of the Contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case if the sum so deposited shall not amount to 5 percent of the total estimated cost of the work, it shall be lawful, for PCMC at the time of making any payment to the Contractor for work done under the contract C to Y make up the full amount of 5 percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the Contractor to PCMC under the terms of his contract may be deducted from, or paid by the sale of sufficient part of the security deposit or from the interest arising there from, or from any sums which may be due or may become due by Corporation to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his Security Deposit being reduced by a reason of ten days thereafter, make good in cash or F.D.R. pledged to Commissioner PCMC as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash, at the cost of the depositor, be converted and interest bearing securities provided that the depositor has expressly desired this in writing.

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

Compensation for delay

Clause-2: The time allowed to carry out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall through the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be of the essence of the contract on the part of the Contractor) and the Contractor shall pay as compensation and amount equal to one percent or such smaller amount as the City Engineer (whose decision in writing shall be final) may decide of the amount of estimated cost of the whole work as shown by the tenderer of everyday the work remains uncommenced or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.

1/4 of the work in 1/3 of the time

2/5 of the work in 1/2 of the time

3/4 of the work in 3/4 of the time

and full work should be completed in 9 Calendar months

NOTE: The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose of the officer competent to accept the contracts after taking into consideration the circumstances of each case and abide by the program of detailed progress laid down by the Executive Engineer. In the event of the Contractor failing to comply with these conditions he shall be liable to pay as compensation, an amount an equal to one percent or such smaller amounts as the City Engineer (whose decision in shall be final) may decide of the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender. City Engineer, should be the final authority in the respect, irrespective the fact that the tender is accepted by the Commissioner.

Action when whole of security Deposit is forfeited

Clause-3 : In any case in which under any clause of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit whether paid in one sum or deducted by the installments or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other cause the City Engineer, on behalf of the Corporation, shall have the power to adopt any of the following courses, as he may deem best suited to the interest of the Corporation.

(a) To rescind the contract (for which rescission notice in writing to the Contractor under the hand of City Engineer shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Corporation.

(b) To carry out the work or any part of the work departmentally debiting the Contractor with the cost of the work, expenditure incurred on the tools and plant, and charges on additional supervisory staff including the cost of the work - charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respect in the same manner and at the same rates as if it had been carried out by the Contractor under terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expense so incurred and as to the value of the work so done departmentally shall be final and conclusive against the Contractor.

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

ii) In case the contract shall be rescinded under clause (a) above the Contractor shall not be entitled to recover or be paid, any sum for any work thereof actually performed by him under this contract unless and until the Executive Engineer shall have

certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of courses referred to clause (b) or (c) being adopted and the cost of the work executed departmentally or through new contractor and other allied expense exceeding the value of such work credited to the Contractor the amount of excess shall be deducted from any money due to the Contractor, by Corporation under the contractor or otherwise howsoever or from his security deposit or the sale proceeds thereof provided; however that Contractor shall have no claim against Corporation even if the certified value of the work done departmentally or through a new Contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the there courses mentioned in clause (a), (b) or (c) is adopted by the City Engineer, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract.

Action when the progress of any particular portion of the work is unsatisfactory

Clause-4 : If the progress of any particular portion of the work is unsatisfactory, the City Engineer shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2 be entitled to take action under clause 3 (b) after giving the Contractor 10 days notice in working. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Contractor remains liable to pay compensation if action not taken under clause 3 and 4

Clause-5 : In any case in which any of the powers conferred upon the City Engineer by clause 3 and 4 shall have become exercisable and the same shall not have been exercised the non exercise thereof shall not constitute a waiving of any of the condition here of the such power shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which under any clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the Contractor for past and future compensation shall remain unaffected,. In the event of the City Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work of the site thereof belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative, the Executive Engineer may, after giving notice in writing to the Contractor or his clerk of any work, foreman or other authorized agent required him to remove such tools and plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the Contractor failing to comply with any such requisition, the Executive Engineer may remove them at the Contractor's expenses or sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of Executive Engineer as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

Extension Of Time limit

Clause-6 : If the Contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Executive Engineer/ City Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the clause for asking for extension occurred, whichever is earlier and the Executive Engineer, or in the opinion of Executive engineer / City Engineer as the case may be if in his opinion, there were reasonable ground for granting an extension, grant such extension as he thinks necessary or proper, the decision of the City Engineer in this matter shall be final.

Final Certificate

Clause-7 : On the completion of the work the Contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-Charge) of such completion; but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors, windows, wall, floor or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-Charge or where the measurements have been taken by his subordinates until they have received approval of the Engineer-in-Charge, the said measurements being binding and conclusive against Contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-inCharge may at the expense of the Contractor, removal such scaffolding, surplus material and rubbish, and dispose off the same as he thinks fit and clean off as such dirt as aforesaid and the Contractor shall from with pay the amount of the all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Payment on intermediate certificate to be regarded as advances

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

Payment on reduced rates on account of items of work not accepted as completion discretion of Engineer-in-Charge

Clause-9 : The rates of several items of work estimated to cost more than Rs. 1000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the item of work are not accepted as so completed by the Engineer-in-Charge may make payment on account of such item at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Bill to be submitted monthly

Clause 10: A bill shall be submitted by the Contractor in each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such a list which shall be binding on the contractor in all respects.

Bill to be on printed forms

Clause-11: The contractor shall submit all bills on the printed forms to be had in the application at the office of the Engineer-in-Charge. The charges to be made in the bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Stores supplied by Corporation

Clause-12: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the Engineering departmental store or if it is required that the contractor shall use certain stores to be provided by the Engineer in charge (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so far as in and way to control the meaning or effect to this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stored as may be required from time to time to be used only by him for the purpose of the contract only, and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to contractor under the contract, or otherwise, or from the security deposit or the proceeds of the sale thereof if the security deposit is held in pledged securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Corporation and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the engineer in charge. Any such materials unused and in perfectly good conditions at the time of completion or determination of the contract shall be returned by the engineering departmental store if the engineer in charge so requires by a notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with consent of the Engineer in charge and shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or any wastage in or damage to any such materials.

Clause-12 (A) : All stores of controlled materials such as cement, steel etc., supplied to the contractor by the Corporation should be kept by the contractor under lock and key and will be accessible for inspection by the Executive Engineer or his agents all the time.

Work to be executed in accordance to specifications, drawings, orders etc

Clause-13: The contractor shall execute whole and every part of the work in the most substantial and workman like manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully, and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer - in - Charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or at the site of the work during office hours. The contractor will be entitled to receive three sets of contract drawings and working drawing as well as one certified copy of the accepted

tender along with work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs. 200/- per set of contract drawings and Rs. 100/- per working drawing except where otherwise specified.

Alterations in specifications and designs not to invalidate contracts

Clause-14: The Engineer-in-Charge shall have the power to make any alterations in or additions to original specifications, drawings, designs, and the instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which maybe given to him in the writing signed by the Engineer-in-Charge and such alterations shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and if the additional and altered work includes any class of work for which no rate is specified in the contract, then such work or class shall be carried out at the rates entered in the Schedule of rates of the Government or the Corporation or at the rates mutually agreed upon between the Engineer - in - Charge or altered work for which no rate is entered in the rates agreed upon then the contractor shall within seven days of the date of receipt by him the order to carry out the work, inform the Engineer - in -Charge of the rate which it is his intention to charge for such class of work, and if the Engineer - in - Charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work or incurred any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rate as aforesaid according to such rate or rates as shall

be fixed by the Engineer-in-Charge in the event of a dispute, the decision of the City Engineer will be final.

Rates for works not entered in estimate or schedule of rate of the district

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

Extension of time in consequence of additions or alterations

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

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

Clause 15 :(1)If at any time after the execution of the contract documents the Engineer shall for any reason whatsoever (other than default on the part of the contractor for which the Corporation is entitled to rescind the contract) desires that the whole or the part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out, at all he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the design of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or suspension, stoppage or curtailment except to the extent specified thereafter.

(2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done to pay the final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining un-executed work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within the period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

(3) Where the Engineer required the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having and to pay the salary or wages of labor engaged by him during the said period of suspension provided always that the contract shall be not entitled to any claim in respect of any working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

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

(4) In the event of (i) Any total stoppage of work on notice from the Engineer under Sub clause (1) in that behalf.

(i) Withdrawal from the contractor from the contractual obligation complete the remaining un-expected work under the sub-clause (2) on account of continued suspension of work for a period exceeding 90 days. or

(iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitution in the specification, drawings, designs, or instructions under clause 14(1) where such curtailment exceeds 25 % in quantity and the value of quantity curtailed beyond 25 % at the rates for the items specified in the tender is more than Rs. 50000/- .It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of continued suspension of work or (iii) notice under clause 15(1) resulting in such curtailment, to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Corporation to take over on payment such material at the rates determined by the Engineer, provided, however such rates shall in no case exceed the rates at which the same was required by the contractor. The contractor shall there after take over the materials so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

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

Clause-15 (A) : The contractor shall not be entitled to claim any compensation from the Corporation for the loss suffered by him on account of delay by Corporation in the supply of

(i) Difficulties related to the supply of railway wagons, (ii) Force Majeure, (iii) Act of God, (iv) Act of enemies of the State or any other reasonable cause beyond the control of Corporation. In the case of such delay in the supply of materials, Corporation shall grant such extension of time for the completion of the works as shall appear to the executive engineer to be reasonable in accordance with the circumstances of the case. The contractor shall accept the decision of the Executive Engineer as to the extension of time as final .

Time limit for unforeseen claims

Clause-16: Under no circumstances whatever shall the contractor be entitled to any compensation from the Corporation on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of the case of such claim occurring.

Action and compensation payable in case of bad work

Clause-17: If any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to the Engineer - in - Charge or his subordinate in charge of work, that any work has been executed with unsound, imperfect or unskillful workmanship or with the materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract it shall be lawful for the Engineer - in - Charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of any have been inadvertently passed, certified and paid for the contractor shall be bound forthwith, to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost, and in

the event of his failing to do so, within a period to be specified by the Engineer - in - Charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of 1 % on the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in the case of any such failure the Engineer - in - Charge may rectify and remove, and re-execute the work or remove and replace the material or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer - in - Charge consider that no such inferior work or materials as described above maybe accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Work to be open for inspection

Clause-18: All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer - in - Charge and his

Contractor or responsible agent to be present

subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which his subordinates to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have responsible agent duly authorized in writing present for that purpose. Orders given to the contractors duly authorized agent shall be considered to have the same force and affect as if they had been given to the contractor himself.

Notice to be given before work is covered up

Clause-19: The Contractor shall give not less than 5 days notice in writing to the Engineer - in - Charge or his subordinate in charge of the work before measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of Engineer-in-Charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Contractor liable for damage done and for imperfection

Clause20: If during the period of 12 months from the date of completion as certified by the Engineer-in-Charge pursuant to Clause 7 of the contract for 12 months after commissioning the work, whichever is earlier in the opinion of the Executive Engineer, said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his cost in every respect or the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed thereof in the said notice and/or to complete the same as aforesaid as required by the said notice, the Executive Engineer shall get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the Corporation the amount of such cost, charges and expenses sustained or incurred by the Corporation of which the certificate of the Executive Engineer shall be final and binding on the contractor. Such cost, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and aforesaid remedies of the corporation the same maybe recovered from the contractor as arrears of land revenue. The Corporation shall also be entitled to deduct the same from any amount, which may then be payable or which may thereafter become payable by the Corporation to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Corporation.

Contractor to supply plant, ladder, scaffolding etc

Clause-21: The contractor shall supply at his own cost all materials (except such special material, if any as many in accordance with the contract, be supplied from the Engineering Departmental Stores), plant tools appliances implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted from and whether

including in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-Charge as to any matter as to which these conditions, he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the material, failing which the same may be provided 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 or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accidents, and shall also be bound to bare the expenses of defense of every suit, action or other legal proceedings, that may be brought by any person for injuries sustained obeying to neglect of the above precautions, and to pay any damages and costs which may be avoided in any such suit actions or proceedings to any such person, or which may with consent of the contractor to be paid for compromising any claim by any such person. List of machinery in contractor's possession and which they propose to use on the work should be submitted along with the tender. Clause-21 (A): the contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection therewith: -(a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means. (b) A scaffold shall not be constructed, taken down or substantially altered except-(i) Under the supervision of a competent and responsible person: and

(i) As far as possible by competent workers possessing adequate experience in this kind of work. (c) All scaffolds and appliances connected therewith and ladders shall (i) Be sound of material, (ii) Be of adequate strength having regards to the loads and strains to which they will be subjects, and (iii) Be maintained in proper condition (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use. (e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed. (f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the Scaffolds. (g) Scaffolds shall be periodically inspected by a competent person. (h) Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein in specified. (i) Working platform, gangways, stairways shall (ii) Be so constructed that no part of thereof can sag unduly or unequally. (iii) Be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and (iv) Be kept free from any unnecessary obstruction. (j) In case of working platform, gangway, working places and stairways at a height exceeding three members. (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety. (ii) Every working platform and gangway shall have adequate width and (iii) Every working platform, gangway, working place and stairway shall be suitable fenced. (k) Every opening in the floor of a building or in a working platform shall accept for the time and to the extent required to allow the excess of persons for the transport for shifting of

materials to be provided with suitable means to prevent the fall of persons or materials. (l) When persons are employed on roof where there is a danger of falling from a height exceeding 3 meters. Suitable precautions shall be taken to prevent the fall of persons or material. (m) Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from scaffolds or other working places. (n) Safe means of access shall be provided to all working platforms and other working places. (o) The contractor(s) will have to make payments to the laborers as per minimum wages Act. Clause-21 (B): The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him. (a) Hoisting machine and tackle, including the attachments anchorages and supports shall, (i) Be of good mechanical construction, sound material and adequate strength and free from patent defect and (ii) Be kept in good repair and in working order. (b) Every rope used in hoisting or lowering materials or as a mean of suspension shall be of suitable quality and adequate strength and free from patent defect. (c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before used and be reexamined in position at intervals to be prescribed by the Corporation. (d) Every chain, ring, hook, shackle swivel and pulley block used in hoisting and lowering materials or as a mean of suspension shall be periodically examined. (e) Every crane driver or hoisting appliance operator shall be properly qualified. (f) No person who is below the age of 18 years shall be control of any hoisting machine, including any scaffold which, or give signals to the operator. (g) In case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hoisting or Lowering or as a mean of suspension, the safe working load shall be as ascertained by adequate means.

(a) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load. (b) In the case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. (c) No part of any hoisting machine or of any geared referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing. (d) Motors, gearing transmissions, electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safeguards. (e) Hoisting appliances shall be provided with such means as will reduce to minimum, and the risk of the accidental descent of a load (f) Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced

Measure for prevention of fire	Clause-22: The contractor shall not set fire to any standing jungle, trees, bush woods or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cut or dug up trees bush wood, grass etc. by fire; the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labors employed by him.
Liability of contractor for any damage done in or outside work area	Clause-23: Compensation for all damages done intentionally or unintentionally by the contractor's labor whether in or beyond the limits of Corporation property including any damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by the Engineer-in-Charge or such other officer as he may appoint and the estimate of the Engineer in charge subject to the decision of the city engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in Clause 1 or deducted by the Engineer in -Charge from any sums that may be due or become due from Corporation to the contractor under this contract or otherwise. The contractor shall bear the expenses of defending any section or other legal proceedings that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cause that may be awarded by the court in consequences.
Employment of female labour	Clause-24: The employment of female labors on works in neighborhood of soldiers barracks should be avoided as far as possible. The contractor shall employ the labor with the nearest employment exchange.
Work of Sunday	Clause-25: No work shall be done on a Sunday without the sanction in written of the Engineer -in -Charge.
Work not to sublet	Clause-26: The contract shall not be assigned or sublet without the written approval of the Engineer - in - Charge and if the contractor shall assign or sublet his contract, or attempt to do so,

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent	or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt to do so or if bribe, gratuity, gift, loan, perquisites, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promise or offered by the contractor or any of his servants or agents to any public officer or person in the employ of corporation in any way relating to his office or employment, or if in any such officer or person shall become in anyway directly or indirectly interested in the contract the Engineerin -Charge may there upon by notice in written rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Corporation and the same consequences shall ensue as if the contract had been rescinded under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.
Sum payable by way of compensation to be considered reasonable compensation without reference to actual loss	Clause-27: All sums payable by contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Corporation without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.
Changes in constitution of firm to be notified	Clause-28: In case of tender by partners, any changes in the constitution of a firm shall be forthwith notified by the contractor to the Engineer - in - Charge for his information.
Direction and control of City Engineer	Clause-29: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the City Engineer for the time being, who shall be entitled to direct at what points and in what manner they are to be commenced and from time to time carried on. Clause-30: (1)Except where otherwise specified in the contract and subject to the powers delegated to him by Corporation the decision of the City Engineer for the time being shall be final, conclusive, and binding al parties to the contract upon all questions relating to the meaning of all specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, right matter, or thing whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof. (2)The contractor may within thirty days of receipt by him of any order passed by the Executive Engineer as aforesaid appeal against it to the City Engineer concerned with the contract, work or Project provided that (a)The accepted value of that contract exceeds Rs. 10.00 lakhs (Rs. Ten lakhs) (b)Amount of claim is not less than Rs. 1.00 lakh (Rs. One lakh) (3)If the contractor is not satisfied with the order passed by the city engineer as aforesaid, the contractor may within thirty days of receipt by him of any such order, appeal against it to the Commissioner, and the Decision given by the Commissioner will be final.
Stores of European or American manufacture to be obtained from the Corporation	Clause-31: The contractor shall obtain from the Engineering Departmental stores, all stores and articles of European or American manufacture, which may be required for the work, or any part thereof or in making up any articles required thereof or in connection therewith unless he has obtained permission in writing from the engineer-in-charge will be debited to the contractor in his accounts at the rates shown in the schedule, in Form A attached to the contract and if they are not entered in the said schedule, they shall be debited to him at the cost price which for the purpose of this contract shall include the cost of carriage and other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.
Lump sums in estimates	Clause-32: When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of work in question at the same rates as are payable under this contract of each item, or if the part of work in question is not in the option of the engineer in charge capable of measurement, the Engineerin-Charge may as his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineerin-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.
Action where no specifications	Clause-33: In the case of any class of work for which there is no such specification as is mentioned in rule 1 such work shall be carried out in accordance with the standard specifications of Public Works Department, and in the event of there being no specification, then in case the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer - in - Charge.
Definition of work	Clause-34: The expression works or work where used in these conditions, shall unless there by something in the subject or context repugnant to such construction be construct to mean the work or works contracted to be executed under or in virtue

	of the contract, whether temporary or permanent and whether original, altered substituted or additional.
Contractor's percentage whether applied to net or gross amount of bill	<p>Clause-35: The percentage referred to in the tender shall be deducted from/ added to the gross of the bill before deducting the value of any stock issued.</p> <p>Clause-36: All quarry fees, royalties and ground rent for stacking materials if any should be paid by the contractor.</p>
Compensation under Workmans Compensation Act	<p>Clause-37: The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmens Compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable paid by corporation as principal under sub section (1) of section 12 of the said Act on behalf of the contractor under subsection (2) of the said section. Such compensation shall be recovered in the manner laid down in the Clause 1 above.</p> <p>Clause-37 (A): the contractor shall be responsible for and shall at the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If Corporation the same shall be recoverable from the contractor forthwith and be incurs such expenses deducted without prejudice to any other remedy of Corporation from any amount due or that may be due to the contractor.</p> <p>Clause-37 (B): The contractor shall provide all necessary personal safety equipments and first aid apparatus available for use of persons employed on site and shall maintain the same condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.(a) The workers shall be required to use the equipment so provide by the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.</p> <p>(b) When the work is carried in the proximity to any place where there is a risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.(c) Adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.</p> <p>Clause-37 (C): The contractor shall duly comply with the provision of the Apprentices Act(III of 1961) the rules made there under and the orders that may be issued from time to time under the Act the said Rules.</p>
Claim of quantities entered in the tender or estimates	<p>Clause-38:(1) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as subject to any special provision contained in the specifications prescribing a different percentage of permissible variation the quantity of the item does not exceed the tender quantity by more than 25% and so long as the value of the excess quantity beyond this limit as the rate of the item specified in the tender is not more than Rs 50000/-(Rs Fifty Thousand only).(2) The contractor shall if ordered in writing by the Engineer to do so , also carry out any quantities in excess of the limit mentioned in sub-clause(1) hereof on the same conditions as in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in absence of such rates(ii) at the rate prevailing in the market, the said rates being increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of work as put to tender based on the schedule of rates applicable to the year in which the tenders were invited. For the purpose of operation of this clause, the total cost shall be taken as derived from the Public Works Department's D.S.R. for Pune district.(3) Claims arising out of reduction in the tendered quality of any item beyond 25% will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 % at the rate of the item specified in the tender is more than Rs 50000/(Rs Fifty Thousand). This reduction is exclusively of the reduction mentioned in clause No 2, 1, 4 of the work and site condition.(4) This clause is not applicable to extra items.(5) There is no change in the rate if excess is less than or equal to 25%. Also there is no change in the rate if quantity of work done is more than 25% of the tendered quantity or the value of the excess work at tendered rates does not exceed Rs 50000/(Rs Fifty Thousand) only.(6) The quantity to be paid at tendered rate shall include-(a) Tendered Quantity plus (b) 25 % excess of the tendered quantity or the excess quantity of the value of 50000/(Rupees Fifty Thousand) at the tendered rates which ever is more (7) This clause shall not be applicable to any items of Electrical work of shifting/laying new cables or any other items specified in the tender.</p>
Claim for compensation for delay in starting the work	<p>Clause No-40: No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works on account of any delay in according to sanction of estimates.</p>

Claim for compensation for delay in execution of the work

Clause No-41: No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments the rates are inclusive for hard or cracked soil Excavation in mud, sub soil , water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Entering upon or commencing any portion of work

Clause No-42: The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-Charge or of his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed, the employment of donkeys and for other animals and payment of fair wages

Clause No-43:

- (i) No contractor shall employ any person who is under age of 18 Years.
- (ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope the breeching must be at least three inches wide and should be of tape (Nawar).
- (iii) No animals suffering from sores lameness or emaciation or which is immature shall be employed on the work.
- (iv) The Engineer-in-Charge or his agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Corporation for any delay caused in the completion of work by such removal.
- (v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract under taken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred with out delay to the Executive Engineer who shall decide the same. The decision of the executive engineer shall be conclusive and binding on the contractor but such decisions shall not in any way affect the conditions of contract regarding the payment to be made by corporation at the sanctioned tender rates.
- (vi) The contractor shall provide drinking water facilities to the workers similar amenities shall be provided to the workers engaged on large work in urban areas.
- (vii) Contractor to take precaution against accidents which take place on account of labour using loose garments while working near machinery.

Method of payment

Clause No-44: Payments to contractors shall be made by cheque drawn on any bank within the Pimpri Chinchwad Municipal Corporation limits convenient not exceeding Rs 10 /will be paid in cash.

Acceptance of conditions compulsory before tendering the work

Clause No-45: Any contractor who does not accept these conditions shall not be allowed to tender for works.

Clause No-46: If Government declares a state of scarcity or famine to exit in any village situated within 10 miles of the work, the contractor shall employ upon such parts of work, as are suitable for unskilled labour ,any person certified to him by the Executive Engineer, or be any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor

Clause No-47: The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by the Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or the price permissible under the hoarding and Profiteering Ordinance, 1948 as amended from time to time, if the price quoted exceeds the controlled price or the price permissible under the Hoarding and Profiteering Ordinance, 1948 as amended from time to time, if the price quoted exceeds the controlled price or the price permissible under Hoarding And Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his description will in such case exercise the right of revising the price at any stage so as to conform with the control price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

Clause -48: The rates to be quoted by the contractor must be inclusive of Sales Tax. No extra payment on this account will be made to the contractor.

Clause-49: In case of materials that may remain surplus with the contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of Sales Tax and the Sales Tax will be recovered on such sale.

Clause50: The contractor shall employ at least 80 percent of the total number of unskilled labour to be employed by him on the said work from out of the persons ordinarily residing in the district in which site of the said work is located. Provided, however; that if the required number of unskilled labour from that district is not available, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission in writing of the Executive Engineer-in-charge of the said work, obtain the rest of the requirement of unskilled labour from outside district.

Clause-51: Wages to be paid to the skilled and unskilled labourers engaged by the Contractor. The contractor shall pay the labourers skilled and unskilled according to the wages prescribed by the Minimum Wages Act of 1948 applicable to the area in which the work of the contract is located. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and Orders issued there under from time to time, if he fails to do so, his failure will be a breach of the contract and the City Engineer, may in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of Act. The contractor shall pay the labourers skilled and unskilled according to wages prescribed by Minimum Wages Act applicable to the area in which the work lies.

Clause-52: All amounts whatsoever which the contractor is liable to pay to the Corporation in connection with the execution of the work including the amount payable in respect of (i) materials and or stores supplied / issued hereunder by the Corporation to the Contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Corporation to the contractor for execution by him of the work and/or on which advances have been given by the Corporation to the contractor shall be deemed to be arrears of the Land Revenue and the Corporation may without prejudice to any other rights and remedies of the Corporation recover the same from the contractor as arrears of revenue.

Clause-53: The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act , 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) rules , 1971 as amended from time to time and all other relevant status and statutory provision concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra contract labour (Regulation and Abolition) rules 1971. If the contractor fails or neglect to pay wages at the said rates or makes short payment and the Corporation makes such payment of wages in full or part thereof less paid by the contractor, as the case may be ,the amount so paid by the contractor to such workers shall be deemed to be arrears of land revenue and the corporation shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the corporation to the contractor hereunder or from any other amount payable by the Corporation to the contractor hereunder or from any other amounts Payable to him by the Corporation

Clause54: The contractor shall engage apprentices such as Bricks layer, Carpenters, Wireman, Plumber as well as Black Smith as recommended by the State Apprenticeship Advisor, Director of Technical Education, Dhobi Talav, Bombay on the construction work.

Clause55: CONDITION FOR MALERIA ERADICATION

(A) The antimaleria and other health measure shall be as directed by the Joint Director (Malaria and Filariasis) of Health Services, Pune.
 (B) Contractor shall see that mosquitoenic conditions are not created so as to keep vector population to minimum level.
 (C) Contractor shall carry out antimaleria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (M & F) of Health Services, Pune.
 (D) In case of default in carrying out prescribed anti-malaria measure resulting in increase in Malaria incidence contractor shall be liable to pay to Government the amount spent by Government on anti-malaria measures to control the situation in addition to fine.
 (E) Relation with Public authorities The contractor shall make sufficient arrangement for draining away the sullage water as well as water coming from the bathing and washing places and shall dispose of this water in such away as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The contractor shall comply with all rules, regulations, bye laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to Government.

Clause-56 : The tendered rates shall be inclusive all taxes ,rates and cesses and shall also be inclusive of the tax leviable in respect of work contract under the provision of Maharashtra sales tax on transfer of property in goods involved in the execution of the Works Contract Act , 1989 (Maharashtra act no. XIX of 1989).

Clause-57: If the project is shelved by the Corporation before commencement, the contractor will have no right to claim any losses or compensation due to the same and for whatsoever reasons.

Clause-58 : 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 and settled by City Engineer .But if the contractor is dissatisfied with the decision of the City Engineer or with holding by the City Engineer of any certificate of the City Engineer or as to with holding by the City Engineer of any certificate to which the contractor may within 60 days after receiving notice of such decision give a written notice to the other party requiring that / may claim to entitled then and in any such case the contractor such matters in disputes be referred to in appeal before a Committee as mentioned below. Such written notice shall specify the manner which are in disputes and such disputes or difference of which such notice has been given and no other shall be and is hereby referred to Committee consisting of the Commissioner Pimpri Chinchwad Municipal Corporation. The City Engineer , Pimpri Chinchwad Municipal Corporation ,Legal Adviser and Chief Auditor of Pimpri Chinchwad Municipal Corporation, the decision taken by the committee will be final and binding on both the parties.

Such reference except as to the with holding of any certificate to which the contractor to be entitled shall not be opened or entered upon until after the completion or alleged completion of the works or until after the practical cessation of the works arising from any cause unless with the written consent of the City Engineer. Provided always that the Corporation shall not withhold the payment of an interim certificate nor the contractor in any way delay the carrying out of the works by reason of any such matters, question or dispute being referred to the Committee but shall, proceed with the work with all the diligence and shall, until the decision of the Committee abide by the decision of the City Engineer and no award of the Committee shall relieve the contractor of his obligations to adhere strictly to City Engineers instructions with regard to the actual carrying out of the works. The Owner and the contractor hereby also agree that the said reference to the Committee under this clause shall be a condition precedent to any right of action under the Contract.

Clause 59 The provision of clause 38 as above shall restrict to the work, specified as Name of work in this document. For any work executed other than specified as Name of work the provision of clause 60 shall prevail.

Clause 60 For tendered items executed at places other than that specified in the Name of work in the tender, such quantities shall be paid at 20 % discount on the rate, which will be minimum of a)Rate put to Tender
 b)Rate of accepted tender.

PCMC

Clause-61 The Provision of clause 38 as above shall restrict to the work specified as Name of Work in this tender document. For any work executed other than, specified as Name of work the provisions of Clause no 60 shall prevail.

1. Batch mixing Plant

The contractor shall provide hot mixing batching plant (minimum 120 tph) for all asphalt works and Ready Mix batching plant for concrete work which shall have an inbuilt Programmable Logic Controller (PLC). The batch mixing plant shall sense data like aggregate weight & temperature of batches through the digital sensors and logic controller. The contractor shall provide a SCADA based data reader and logging software to collect the sensed data from the logic controller and convert it into machine readable file with date and time stamp. The particular file shall contain the work identification number of the works management e-Governance software. The contractor shall provide web connectivity to the Batch Mixing plant and software that will send the machine readable file generated from SCADA software to the contractor's Web Application as well as the e-Governance web application of PCMC – Dashboard.

The plant register provided on the web application shall have following information.

Batch ID, Quantity of all aggregates, Batch Time and Date, Work Identification Number, Agency Name, Temperatures (In case of Asphalt), Recipe (In case Concrete) and any other information asked by engineer in-charge. The Plant can be shared amongst multiple works and/or multiple contractors. The plant register shall have all data of for which work/contractor a particular batch is processed.

2. Vehicle Tracking Equipments

The contractor shall provide VTS (Vehicle Tracking System) for all vehicles used for the particular work of PCMC. The VTS shall record the latitude and longitude of the vehicle and shall send the data of the works management e-Governance software of PCMC – Dashboard. The Contractor shall provide a web application that will show all vehicles of the contractor on a GIS map along with the Batch Mixing Plants. The contractor shall also provide a software that will update the entire mapping on the PCMC's e-Governance works management system – Dashboard.

The VTS shall continuously send the data of vehicle lat & long at every 5 seconds to the web applications and dashboard.

The contractor shall provide web application that is integrated with PCMC's works management e-Governance application – Dashboard. This web application shall have software for vehicle loading and un-loading for each batch. The Vehicles carrying batches should show the batch details sensed through the SCADA software on GIS map.

VTS shall be made available for all types of works that is asphalt, concrete, earth work any other type as applicable as part of the terms of the contract.

3. Intelligent Compaction System

The contractor shall provide intelligent compaction system on the compactor used for compaction work of PCMC. The intelligent compaction system shall have GPS, temperature sensors, accelerometer and IP67 complaint PC fitted on the compactor. This compaction system shall also record the number of passes made by the compactor. The system shall have the mirror that shall show the compaction in graphical form to the operator on the compactor. The contractor shall provide real time data transfer to web application to monitor the compaction remotely. The contractor shall provide the web application in such a manner that it also updates the compaction data in real time on the PCMC's works management e-Governance application – Dashboard. The intelligent compaction system shall be connected with the Dashboard system. The contractor shall provide software facility for PCMC's officials to update the QAP (Quality Assurance Plan) related data for compaction through its web application that will get transferred to the intelligent compaction system to benchmark the acceptance norms for colour coding, number of passes and acceptable temperature and density levels.

The contractor shall provide compaction register that shall contain information related to the compaction for further analysis. The compaction register shall maintain following record. RUN ID, Date and Time of compaction, Latitude, Longitude, Location, Temperatures (in case of Asphalt), Density (for soil – it can be derived as a compaction measurement value), number of passes, colour for temperature, colour for number of passes.

The contractor shall provide web application to view the actual monitor on the compactor through web remote monitoring as a live streaming of the compaction operations.

The contractor shall provide certificate and guarantee from the manufacture of the compactor for compatibility of the system with the compactor. If the system is retrofitted to the compactor should not be older than 3 years.

4. Quality Reports

The contractor shall provide web application to record the quality reports related to material acceptance by the agency, consultants and third party testing agency. The system shall have intelligent forms that will record the observation and generate the quality reports and upload them to PCMC's e-Governance web application – Dashboard.

5. Web Connectivity

Contractor shall provide web connectivity to all the above monitoring systems. Web connectivity shall have minimum 1 MBPS internet speed and 100% availability. The software should be intelligent in case of connectivity failure it should maintain the pending files and send them as soon as it is connected. The contractor shall make sure that the entire software and hardware solution is virus free.

SCHEDULE 'A'

Schedule showing (approximately) the materials to be supplied from the Engineering Department Store for work contracted to be executed and Preliminary and Ancillary works and the rates at which they are to be charged for.

Particulars	Quantity	Unit	Rate at which the materials will be charged to the		Place of Delivery
			In Figures(Rupees)	In Words	
Cement	Metric Tonnes.	Per Metric Tonne	N	I	L
In Words					

NOTE: The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Executive Engineer-in-Charge on the issue of the form prior to the submission of the Tender.

Chapter XI

SCHEDULE 'B'

Memorandum showing the items of work to be carried out by the Contractor

Item No.	Quantities estimated but may be more or less	Item of work	Estimated Rate	Unit	Total amount according to estimated quantities
		AS PER ATTACHED SCHEDULE			

Note 1: All work shall be carried out as per Public Works Department's Hand Book and other specifications or as directed. (Standard Specification Book)

NOTE 2: Rates quoted include clearance of site (Prior to commencement of work and at its close) in all respects and holds good for work under all condition, site moisture weather etc. No extra payment will be made to contractor for this work.

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CHAPTER XII SCHEDULE C

NAME OF WORK: As above

(1)Note for Royalties:

As per government of Maharashtra, Revenue and Forest Departments notification No. Gaukhani / 10 / 2006 / PK-57 / kh (1) dated 15-12-2006, Royalty charges of Rs.100 /Brass (i.e. Rs. 35.34 per cum) are included in the D.S.R. Payment under this item shall be made to the contractor only when he produces documentary evidence to the concerned Executive Engineer. As regards payments made by the Contractor to appropriate Revenue Authority towards Royalty charges. If such documentary evidence is not produced, the component of Royalty Charges as contemplated in the items shall not be paid to the Agency.

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

(2)Note for Leveling:

For leveling purpose, the Contractor shall arrange Auto level & Total station for making alignment for all items in this contract. He should submit soft copy along with hard copy of the results. Contractor shall arrange for soft and hard copy of Longitudinal Section, Cross Sections required for calculation of quantities after carrying out leveling work.

(3)Note for Supplying 60mm and 40 mm metal:

a)The broken metal stacks should be of standard size.

b)The specification for supplying 60 mm metal confirms to Rd-20/P.200 and for supplying of 40mm metal confirms to Rd-22/P. 201 respectively.

(4)Note for Bitumen:

a)Bitumen of I.S. Grade for (1) BM -60/70 Penetration Grade, (2) DBM, BC60/70 Penetration Grade, Semi grout without seal coat60/70 Penetration Grade, BBM-60/70 Penetration Grade.

b)Bitumen shall be supplied from any one of the following companies at the risk and cost of the Contractor on behalf of PCMC (i) Hindustan Petroleum Corporation Ltd, (ii) Bharat Petroleum Corporation Ltd, (iii) Indian Oil Corporation Ltd.

c)The materials to be used for bitumen Hot mix i.e. Stone metal and bitumen shall be tested by the Contractor in his laboratory at site or in approved laboratory at his own cost and the result for the same shall be submitted to the Engineer in Charge of the work as and when directed in addition to routine tests.

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d)For tack coat, bitumen shall be heated in Bitumen pressure distributor and mechanical sprayer shall do spraying only.

ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

In all the contents mentioned anywhere in this tender the owner is Pimpri Chinchwad Municipal Corporation and the competent authority of the Pimpri Chinchwad Municipal Corporation at appropriate level. The use of word 'Corporation' or PCMC anywhere in the contents, to mean the owner of work shall have by similar and same meaning as in use Pimpri Chinchwad Municipal Corporation, unless otherwise so required.

1 PAYMENTS

The tenderers must understand clearly that the rates quoted are for completed items of work & include all taxes, levy & octroi etc., cost due to labour, all leads & lifts involved & scaffolding, plants, supervision, service roads, dewatering, power, etc. & to include all expenses to cover the cost of night & round the clock work as & when required & no claim for additional payment beyond the prices or rates quoted will be entertained. The tenderers will not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person or on the ground of any failure on his part to obtain all necessary information for the purpose of making, his tender & fixing the several prices & rates therein & shall not relieve him from any risks or liabilities arising out of or consequence upon the submission of the tender.

2 CONTRACTORS TO GET ACQUAINTED THEMSELVES FULLY

The contractor shall be deemed to have carefully examined the work & site conditions including labour, the general and the special conditions, the specifications, schedules & drawings & shall be deemed to have visited the site of the work & to have fully informed himself regarding the local conditions & carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information to the best of knowledge of Department, but without any guarantee about it. If the Contractor have any doubts as to the meaning of any portion of the general conditions, the special conditions, the scope of work, the specifications and drawings, or any other matter concerning the contract he shall, in good time before submitting his tender, set forth, the particulars thereof and submit them to the Engineer in writing, in order that such doubts may be clarified authoritatively before prebid meeting. Once a tender is submitted the matter will be decided in accordance with the tender conditions.

- a) The Contractor shall submit within the time stipulated by the Engineer-in-Charge, in writing the details of actual methods that would be adopted by the Contractor for the execution of any items as required by Engineer at each of the locations, supported by necessary detailed drawing & sketches including those of the plant & machinery that would be used, their location, arrangement for conveying & handling materials etc. & obtain prior approval of the Engineer-in-Charge well in advance of starting of such item of work. The Engineer-in-Charge reserves the right to suggest modifications or make corrections in the method proposed by the Contractor whether accepted previously, or not, at any stage of the work to obtain the desired accuracy, quality & progress, which shall be binding on the Contractor. The Corporation will entertain no claim on account of such change in the method of execution.
- b) Progress Schedule (In MS-Project/ Primavera only) The contractor shall within the period stipulated in writing to start the work, furnish final progress schedule in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and anticipated completion date of each major item of work to be executed by him, supported by indicative dates of procurement of materials, and setting up of plants, machinery, labour, cash flow etc.

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Contractor

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Digitally Signed by:

Sanjay Dinkar Kamble

[Executive Engineer]

- c) The Contractor shall employ sufficient plant, equipment and labour as may be necessary to maintain the progress schedules. The working and shift hours restricted to one shift a day. These shall not be varied without prior approval of the Engineer. Work would not be normally allowed to be carried out during night. In exceptional circumstances, if the Contractor requests, certain portion of work may be allowed to be carried out during night under supervision. The Contractor shall provide adequate and necessary lighting arrangement etc. for night work as directed by Engineer without any extra cost. In case during review of the progress if the work is lagging behind the approved work plan, the contractor shall submit the revised work plan for the approval of the engineer so as to complete the project work in original contract period.
- d) The Contractor shall submit the Request for Inspection (RFI) to the Engineer-in-Charge and Consultants one day in advance before starting of any Hot mix related work. In no case shall the Hot mix work be started without submitting the RFI one day before the activity and without the prior approval of Engineer-in-Charge and Consultants. The Contractor shall submit the previous days Progress on the following day by 11.00 am positively in the standard prescribed format approved by Engineer-in-Charge.
- e) The contractor shall submit the regular printouts from the Batch Mix plant indicating the following details for each batch;
Date, time and location. Weight of batch and individual aggregate fractions and bitumen and filler. Temperature of each batch at the time of dispatch from HMP. The contractor shall start work on individual work order issued by respective Executive Engineer and complete within the stipulated time frame. The contractor shall repair and restore damaged utility lines viz. telephone, electricity, OFC, water line, drainage line etc if damaged during the execution of work. No separate payment for the same shall be made.
- 5 Initial Measurement for Record
For proper measurements of the work it is necessary to have an initial set of levels or other measurements taken and the same are recorded in the authorised field book or M.B. of the PCMC by the Engineer or his authorised representative and will be signed by the Contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the Contractor to get such level etc. recorded before starting the work will render him liable to accept the decision of the Engineer as to the basis of taking measurements. Likewise the contractor will not cover any work which will render its subsequent measurement difficult or impossible without first getting the same jointly measured by himself and the authorised representative of the Engineer. The record of such measurements will be signed by the Contractor as its acceptance and he will be entitled to have a true copy of the same at his cost.
- 6 Handing over of Work
- 7 Assistance in Procuring Priorities, Permit, etc.
The Engineer on written request by Contractor will, if in his opinion the request is reasonable and in the interest of work and its progress, assist the contractor in securing the priorities, for deliveries, transport, permits for controlled materials, etc. where such are needed. The PCMC will not however be responsible for the non-availability of such facilities or delays in this behalf and no claims on account of such failure or delays shall be allowed by the PCMC.
- 8 SAMPLES AND TESTING OF MATERIALS
a) All materials to be used on work, such as structural steel, nuts and bolts, paints, cement, lime, bricks, aggregates, steel, structural and high tensile steel, bearings, expansion joints, stones, asphalt, woods, tiles, etc. shall be got approved in advance from Engineer-in-Charge and shall pass the test and analysis required by him, which will be (a) as specified in the specifications of the items concerned and / or (b) as specified by the India Road Congress Standard Specifications and code of practice for Roads and Bridges or (c) I.S.I. specification (wherever and whenever applicable) or (d) such recognised specifications acceptable to the Engineer-in-Charge as equivalent thereto or in the absence of such authorised specification (e) such requirements / tests and / or analysis as may be specified by the Engineer-in-Charge in the order of precedence given above.
b) The Contractor shall establish a well equipped field laboratory at his cost for testing of construction materials like sieve analysis moisture content flakiness index & compressive strength of concrete cubes, testing of cement, aggregates etc. for testing as specified in MoRT&H Specification for road & bridges.
c) The Contractor shall at his risk and cost make all arrangement and/or shall provide for all such facilities as the Engineer may require for collecting, preparing, and forwarding required number of samples for tests or for analysis at such time and to such place or places as may be directed by the Engineer and bear all charges and cost of testing including transport. Such samples shall also be deposited with the Engineer-in-Charge till these are sent for testing. Samples of material shall also be preserved during the construction period.
The Contractor shall, if and when required, submit at his cost the samples of materials to be tested or analysed and if so directed shall not make use or incorporate in the work any materials until required tests have been made & the test results of the materials are finally accepted by Engineer-in-Charge.
The contractor shall arrange for necessary testing equipment and conduct the testing in consultation PCMC Engineers before commencement of work and after completion of wearing course. Tests for Bituminous work must be performed in Third Party Laboratory approved by PCMC and the cost such tests shall be borne by contractor.
In case of non-conformance to the quality control checks in accordance to the quality assurance plan for Hot-mix & other works related works, 10% of the value of work shall be deducted from RA bill.

9 Co-ordination
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When several agencies for different sub works of the projects are to work simultaneously on the project site, there must be full co-ordination between the different contractors to ensure timely completion of the whole project. The scheduled dates for completion specified in each contract shall, therefore, be strictly adhered to. Each Contractor may make his independent arrangements for water, power, housing, etc. if they so desire. On the other hand the Contractors are at liberty to come to mutual agreement and in this behalf and make joint agreement with the approval of the Engineer. No Contractor shall take any steps or action that may cause disruption, discontent or disturbance to work, labour or arrangements etc. of other Contractors in the project localities. Any action by any contractor, which the Engineer in his unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract and shall be dealt with accordingly. In case of any dispute or disagreement among the various contractors the Engineer's decisions regarding the Coordination, Co-operation and facilities to be provided by any of the contractors, etc. shall be final and binding on the Contractor's concerned and such a decision shall not vitiate any contract nor absolve the Contractor of his obligations under the contract nor form the grounds for any claim or compensation.

10 Temporary Quarters

The contractor shall at his own expense maintain sufficiently experienced supervisory staff etc. required for the work and shall make his own arrangements for housing such staff with all necessary amenities. General layout plan for such arrangement be got approved from the Engineer-in-Charge. It will be the responsibility of the Contractor to get his layout plan of temporary structure approved from the local competent authorities.

11 Payments

The tenderers must understand clearly that the percentage quoted by him is for completed work & include all taxes, levies, octroi etc. cost due to labour, all leads & lifts involved & scaffolding, plants, supervision, service roads, power, etc. & to include all expenses to cover the cost of night and round the clock work as & when required, & no claim for additional payment beyond the rates quoted will be entertained.

11 Patented Devices

Patented Devices, Materials and Processes Whenever the Contractor desires to use any designed, device, material or process covered by letter of patent or copyright, the right for such use should be secured by suitable legal arrangement and agreement with the patent owner and the copy of their agreement shall be filed with the Engineer-in-Charge.

12 Water Supply

Availability of adequate water for works, and sources thereof shall be confirmed by the contractor before submitting the tender. The contractor shall make his own arrangements at his own cost for entering in to contract with concerned authorities for obtaining the connection and carry the water upto the work sites as required by him. The contractor is advised to provide water storage tank of adequate capacity to take care of possible shut down of water supply system.

12 Electricity

The Contractor will have to make his own arrangement at his own cost for obtaining or providing electric supply at work site.

13 Tree Cutting

Permission for tree cutting will be given by PCMC & cut material will be property of PCMC.

14 SAFETY, MEASURES AND AMENITIES

A) SAFETY MEASURES

The Contractor shall take all necessary precautions for the safety of the workers and preserving their health while working on such jobs as required special protection and precautions wherever required. The following are some of the requirements listed though not exhaustive. The Contractor shall also comply with the directions issued by the Engineer in his behalf from time to time and at all times.

- i) Providing protective head wear to workers in quarries and also at site to protect them against accidental fall of materials from above.
 - ii) Providing protective footwear hand wear and head wear to workers in situation like mixing and placing of mortar or concrete, in quarries and places of mortar or concrete, in quarries and places where the work is to be done under wet conditions as also for movements over surface infested with oyster growth and to protect them against accidental fall of material for above.
 - i) Taking such normal precautions like providing handrails to the edges of the floating platforms or working platforms at high level or barrages not allowing rails of metal parts.
- Amenities
- i) Supply workmen with proper belts, ropes, etc. when working on any masts, cranes, circle hoist, dredger, etc.
 - ii) Taking necessary steps towards training the workers concerned of the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working.
 - iii) Providing life belts to all men working at such situations from where they may accidentally fall into water, equipping the boats with adequate number of life belt etc.
 - iv) Avoiding bare live wires etc. as would electrocute workers.
 - v) Making all platforms, staging and temporary structures sufficiently strong and not causing the workmen and supervisory staff to take undue risks.

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- vi) Provide sufficient first-aid, trained staff and equipment to be available quickly at the work site to render immediate first-aid treatment in case of accidents due to suffocation, drowning and other injuries
- vii) Take all necessary precautions with regards to safety of traffic plying on adjoining roads.
- viii) Providing full length gum boots, leather hand gloves, leather jackets with fireproof aprons to cover the chest and back reaching upto knees and plain goggles for the eyes to the labour working with hot asphalt handling vibrators in cement concrete and also where use of any or all these items is essential in the interest of health and well-being of the labourers in the opinion of the Engineer.
- ix) Provide proper ladder with handrail and landing platform if height is more than 3 meter.

Explosives

The uses of explosives are banned at site.

Damage by Floods or Accidents

The Contractor shall take all precautions against damages by floods or from any accidents etc. No compensation will be allowed to the contractor on this account for correcting and repairing any such damage to work during construction. The contractor shall be liable to make good at his cost any plant or material belonging to the PCMC lost or damaged by floods or from any other causes while in his charge.

Relation With Public Authorities

The Contractor shall comply with all rules, regulations bye-laws and direction given from time to time by any local or public authority in connection with his work and shall himself pay all charges which are leviable without any extra cost.

For the special protection of camp and the contractor's works, PCMC will help the contractor as far as possible to arrange for such protection with the concerned authorities if so requested by the contractor in writing. The full cost of such protection shall be borne by the contractor.

Indemnity

The Contractor shall indemnify the PCMC against all actions, suit, claims and demands brought or made against it in respect of any thing done or committed to be done by the contractor in execution of or, in connection with the work of this contract and against any loss or damage to the PCMC in consequence to any action PCMC or suit being brought against the contractor for anything done or committed to be done, for the execution of the work of this contract. PCMC may at its discretion and entirely at the cost of the contractor, defend such suit, either jointly with the contractor or singly in case the latter chose not to defend the case.

Medical and sanitary arrangement to be provided for labour employed in the construction by the contractor:

- a) The contractor shall provide adequate supply of pure and wholesome portable water for the use of labourers on works in camps.
- b) The contractor shall construct trenches, semi permanent latrine for the use of labourers, separate latrine shall be provided for men and women.
- c) The Contractor shall build sufficient no of huts on a suitable plot for use of the labourers according to the following specifications.
 - i) Hut of bamboos and grass may be constructed.
 - ii) A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees, shall be chosen wherever it is available. The neighborhood of tank, jungles, trees, woods should be particularly avoided. Camps should not be established close to large cutting of earth work.
 - iii) The lines of huts shall have open space of atleast 10 metre between rows. When a good natural site cannot be procured particular attention should be given to the drainage.
 - iv) There should be no over-crowding. Floor space at the rate of 3 sqm. (30 sq.ft.) per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
 - v) The Contractor must find his own land and if he wants Government land he should apply for it. Assessment for it if demanded will be payable by contractor. However, PCMC does not bind itself for making available the required land.
- d) The contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.
- e) The contractor shall make sufficient arrangement for draining away the surface and sewage water as well as water from the bathing and washing places and shall dispose off his waste water in such a way as not to cause any nuisance.
- f) The contractor shall engage a Medical Officer with a travelling dispensary for a camp containing 500 or more persons if there is no Government or other private dispensary situated within 8 km. from the camp. In case of emergency the contractor shall arrange at his cost transport for quick medical help to his sick workers.
- g) The contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-Charge. Atleast one sweeper per 200 persons or part should be engaged.
- h) The Assistant Director of public Health shall be consulted before opening a labour camp and his instructions on matters such as water supply, sanitary convenient to the camp site accommodation and food supply to be followed by the contractor.

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- i) The contractor shall make arrangement for all anti-malaria measures to be provided for the labour employed on the work. The anti-malaria measures shall be as directed by Assistant Director of public Health.
- j) In addition to above all provisions of the relevant labour act pertaining to basic amenities to be provided to the labours shall be applicable which will be arranged by the contractor.

DEFINITIONS

Unless excluded by or repugnant to the context.

- a) The expression PCMC as used in the tender papers shall mean the Pimpri Chinchwad Municipal Corporation.
- b) The expression Corporation as used in the tender paper means Pimpri Chinchwad Municipal Corporation.
- c) The expression "Department" as used in the tender papers shall mean Pimpri Chinchwad Municipal Corporation, Pimpri.
- d) The expression "plant and equipment" as used in the tender papers shall mean every machinery, centering forms necessary or considered necessary by the City Engineer to execute, construct complete and maintain the works and used in altered, modified, substituted and additional work, ordered in the time and manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used therefore.
- e) Drawing shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the City Engineer.
- f) Engineer-in-charge / Engineer of the work shall mean the Executive Engineer of PCMC. (Utility works will be supervised by concerned departments of PCMC. Concerned Executive Engineer will be Engineer-in-Charge).
- g) Engineer means City Engineer of PCMC and City Engineers representative shall mean an assistant of the City Engineer notified in writing to the Contractor by the City Engineer.
- h) 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 Municipal Corporation or used for the purpose of contract.
- i) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- j) The Contract shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, priced schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with all its accompaniment and those later incorporated in it by internal consent.
- k) The Contractor / Preferred bidder shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- l) The Contract sum / Contract price shall mean the sum for which the tender is accepted.
- m) The Contract time means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- n) A Day shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- o) A month shall mean a calendar month.
- p) A week shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- q) Excepted Risks are risks due to riots (other wise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- r) Temporary works shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- s) Urgent works shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.
- t) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.
- u) Wherever there is mention of Schedule of rates or simply DSR or Schedule Rates in this tender it will be taken to mean as The schedule of rate of Pune Public works Divisions, Pune under Pune P.W. Circle.

16 Inspection of Books and Other Documents:

The Contractor shall allow Inspection of the registers and other documents prescribed under these regulations by Inspecting Officer and the Engineer or his authorised representative at any time and by the worker.

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receipt of due notice at a convenient time.

17 TRAFFIC MANAGEMENT DURING CONSTRUCTION

- 1 The Contractor shall at all times carry out work on the highway in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same. For all works involving improvements to the existing highway, the Contractor shall, in accordance with the directives of the Engineer, provide and maintain, during execution of the work, a passage for traffic either along a part of the existing carriageway under improvement, or along a temporary diversion constructed close to the highway. The contractor shall take prior approval of the Engineer regarding traffic arrangements during construction.
- 2 Signs, lights, barriers and other traffic control devices shall be provided and maintained in a satisfactory condition till such time they are required as directed by the Engineer, so as to ensure smooth and safe traffic on the road throughout the length. Necessary traffic arrangement at temporary diversions by signs, lights, barriers etc. is also included in the scope
- 3 The Contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades as per drawing and design only, including signs, markings, flags, lights and flagmen as may be required by the Engineer for information and protection of traffic approaching or passing through the section of the highway under improvement. Before taking up any construction, an agreed phased programme for the diversion of traffic on the highway shall be drawn up in consultation with the Engineer.

The barricades erected on either side of the carriageway/portion of the carriageway closed to traffic, shall be of strong design to resist violation, and painted with alternate black and white stripes, Red lanterns or warning lights of similar type shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise.

At the points where traffic is to deviate from its normal path (whether on temporary diversion or part width of the carriageway) the channel for traffic shall be clearly marked with the aid of pavement markings, painted drums or a similar device to the directions of the Engineer. At night, the passage shall be delineated with lanterns of other suitable light source.

One-way traffic operation shall be established whenever the traffic is to be passed over part of the carriageway inadequate for two-lane traffic. This shall be done with the help of temporary traffic signals or flagmen kept positioned on opposite sides during all hours. For regulation of traffic, the flagmen shall be equipped with red and green flags and lanterns/lights.

On both sides, suitable regulatory/warning signs as approved by the Engineer shall be installed for the guidance of road users. On each approach, at least two signs shall be put up, one close to the point where transition of carriageway begins and the other 120 m away. The signs shall be of approved design and of refractory type, if so directed by the Engineer.
- 4 Signs, lights, barriers and other traffic control devices, as well as the riding surface of diversions shall be maintained in a satisfactory condition till such time they are required as directed by the Engineer. The temporary travelled way shall be kept free of dust by frequent applications of water, if necessary.
- 5 Measurement for payment All arrangements for traffic during construction including provision of temporary cross drainage structures, if required, including their operation, maintenance dismantling and clearing shall be paid on lump-sum basis in under BOQ item No. 5.1 after complete satisfaction of Engineer. The ownership of all the materials used for traffic management during construction shall rest with the contractor. Payment shall be released in 5 equal installments at every 20% of the certified bill value till 80% of contract value is reached and the last installment when works have been substantially completed.

18 FORM WORK FOR R.C.C. WORK :

18.1 General :

Shuttering for concrete work shall be in steel or marine ply with appropriate stiffeners to produce a smooth and uniform finish on all exposed surfaces. The contractor shall fabricate and provide formwork as approved by the Engineer. The shuttering proposed to be used in casting of concrete units and

as approved by Engineer-in-charge shall be positioned in such a manner that required access is available for operating tools, equipments to be used during the casting process, reinforcement and the finished components and to facilitate inspection of Engineer-in-charge or his authorized representative. The number of shattering shall commensurate with the construction programme and as agreed by the Engineer-in-Charge. Formwork shall be made out of 4 mm thick M.S. plates with stiffeners (thickness not less than 5 mm). Planning of formwork shall be got approved from the Engineer-in-charge prior to actual mobilization and use.

Prior to any modification in the shuttering to cater for verification in size etc. if required shall be notified to the Engineer-in-charge who shall review the designs and communicate his approval/rejection/suggestion as appropriate. These suggestions shall however not absolve the contractor of his full and final responsibility towards the safety and serviceability of the formwork as well as men and equipment working on them during the preliminary works before concreting, during concreting and afterwards. Shutters shall be water tight and fixed in perfect alignment and securely braced so as to be able to withstand, without any displacement, deflection or movement of any kind, the loads due to the pressure of concrete, the movement of construction personnel, materials and plant. For portion of road in curve if any curved formwork & for PQC formworks standard approved channels shall be provided as directed.

The expert shall design all formwork and Engineer shall be approved design.

18.2 Pre-assembly of formwork: It shall be obligatory on the part of the contractor to pre-assemble the formwork on ground prior to actual use where required. The contractor shall arrange for all material, labour, facilities etc. to facilitate first hand checking and carry out necessary modifications as required making the formwork true to line, level and shape at no extra cost. However, the contractor shall be responsible for the correctness of the formwork when erected in position finally and rechecking of formwork shall not be a ground for accepting any defective and bad work produced by the Contractor.

18.3 Permissible Tolerance:

The formwork shall be so made as to produce a form finished concrete, true shape, lines, levels plumb and dimensions as shown on the drawings subject to the following tolerance for in-situ casting unless otherwise specified or shown in drawings or directed by the Engineer-in-charge.

The formwork shall be so made as to produce a form finished concrete, true shape, lines, levels plumb and dimensions as shown on the drawings subject to the following tolerance for in-situ casting unless otherwise specified or shown in drawings or directed by the Engineer-in-charge.

- a) Cross-sectional dimensions - + 2 mm
- b) Maximum for entire length - + 2 mm
- c) Plumb - 1 in 2000

The tolerance given above are specified for local aberrations in the finished concrete surface and should not be taken as tolerance for the entire structure taken as a whole or for the setting and alignment of formwork, which should be as accurate as possible to the entire satisfaction of the Engineer-in-charge. Errors if noticed in any lift / tilt of the structure after stripping of forms, shall be corrected in the subsequent work to bring back the surface of the structure to its true alignment provided always that prior approval of the Engineer-in-charge shall be obtained in respect of acceptability of such corrective measures without affecting the component structurally or aesthetically.

19 CONCRETE :

The work shall consist of forming and placing of concrete. All concrete shall be Ready /machine mixed controlled concrete. Honey combing in concrete is generally not accepted. With approval of Engineer-in-charge minor honey comb if any shall be rectified / repair with polymer mortar cement with quartzes sand. Proportion of polymer cement and sand shall be got approved from Engineer-in-charge as per manufacturer specifications. RMC plants shall be got approved. Manufacturer for supply of polymer shall be got approved. All material shall be tested before use.

EQUIPMENT The Equipment for production, Transportation and compaction of concrete shall be as under

- a) For Production of concrete - Batch type concrete mixer diesel or electric operated with a maximum size of 200 Liters, automatic water measuring system and integral weighed. (Hydraulic / pneumatic type) or RMC
- b) For Concrete Transportation Concrete transit truck mixer, power hoists. Chutes, buckets handled by cranes, concrete distributor booms, tremies and cranes with skip.

Materials No creek sand shall be allowed in concreting. Only river sand from approved sources shall be allowed. Crushed sand from approved source may be allowed with the permission of Engineer-in-charge (with some percentage for blending not more than 50% of crushed sand) IS 2386 (Part VII) gives standard test method for alkali aggregate reactivity which can be used when dealing with suspicious aggregate. Aggregate must be tested for Alkali aggregate reactivity before use in work.

4.1 Admixtures :

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- 4.1 Air entraining agents workability aids, plasticisers retarding agents may be used if permitted by the Engineer. All such admixtures shall be I.S.I. approved brands. Protective coating to concrete surface : The Treatment shall be as per para 12 below anticorrosive treatment.

20 DURABILITY :

- 5.1 Minimum Cement Content & Nominal cover requirements should be as per IS 456:2000.
- 5.1 Minimum Cement Content & Nominal cover requirements should be as per IS 456:2000.

21 TESTING OF STRATA/STRUCTURE FOUNDATION AT SITE :

(As per Ministry of Road Transport & Highway specification Section 900)

- 21.1 The contractor shall have to take rock/soil samples by Mechanical means at the final location of each structure & all along the road prior to the commencement of the work to ascertain the rock levels / quality at the location of the foundation and this shall form part of the contract and no payments will be made by the Department for rock, soil sampling and testing etc as per the direction of Engineer.
- (a) During execution of the work, the samples from the foundation shall be tested and analysed in the laboratory approved by the Engineer. The test should be carried out in conformity with the relevant specifications. The Contractor shall submit the entire data to the Engineer along with his own/laboratory recommendations and obtain approval for the same.
- (b) The cost of these tests has been included in the tendered amount. No separate payment will be made separately for the testing of soil or rock.
- (c) The Contractor has to take trial pits / boring to ascertain the foundation for any structure and submit the detailed report including test etc. to Engineer before start of foundation for retaining wall.

22 EXPANSION JOINTS:

- 7.1 Only strip seal type of expansion joint as per approved drawing shall be provided for expansion joint and raft.
- 7.2 Expansion joints shall conform to MoRT&H specifications and shall be from approved manufacturer only.
- 7.3 Only strip seal type of expansion joint as per approved drawing shall be provided for expansion joint and raft.

23 WATER SPOUTS :

Water spouts as per MORTH Type design No. SD/303 shall be provided. However, the dia of pipe shall be 100 mm.

24 WEARING COAT :

As per the relevant technical specification & directed by Engineer.

25 DOCUMENTATION, INSTRUMENTATION:

The following items shall be deemed to be included in the tendered cost.

- (a) All final drawings on film paper and in Compact Discs in Autocad format of all approved drawings and as built drawings and calculations shall be supplied by the Contractor free of cost.
- (b) Submitting 2 sets of color photographs in album with its soft copy every month covering each activity of work done.
- (c) Three Video film cassettes of 180 minute duration each covering the different phases of construction from start to finish And one videocassette per every 3 months covering each stage and major activities shall be supplied by the Contractor free of cost.
- (d) A Maintenance Manual describing access arrangements, important obligatory precautions from the point of view of structural safety, and procedure for minor and major repairs of each component of the road, renewals of finishes and treatments periodically shall be supplied by the Contractor free of cost.
- (e) A Quality Assurance Manual covering designs and drawings, mix-designs, materials, testing, soil and rock properties, statistical quality control, etc. shall be prepared by the Contractor free of cost well before starting the work.
- (f) A Construction Manual covering various aspects of construction methods, difficulties faced and the contractor free of cost shall supply how they were overcome during execution etc. at the time of finalization of work.
- (g) The contractor shall install fixtures and fastenings provided by the Department for housing any instrumentation that may be useful for the Department at his cost.
- (h) Fixing arrangement for internal and external lighting shall be got approved from competent authority and executed.

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26 TREASURE-TROVE

In the event of discovery by the contractor or his employees, during the progress of the work of any treasure, fossils, minerals or any other articles of value or interest, The contractor shall give immediate intimation thereof to the engineer and forthwith hand over to the Engineer such a treasure or things which shall be the property of corporation

27 LEVELLING INSTRUMENTS

If measurements of items of the work are based on volumetric measurements calculated from levels taken before & after construction of the item, a large no of levelling staves, tapes etc. will have to be kept available by the contractor at the site of work for this purpose. Lack of such levelling staves, tapes etc. in required nos may cause delay in measurements and the work. The contractor will have therefore to keep sufficient no of readily available at site.

28 MISCELLANEOUS

- 1) Rate shall be inclusive of S.T, General tax and other taxes etc.
- 2) For providing electric wiring or water lines etc recesses shall be provided if necessary through walls, slab, beam etc. and later on refilled up with bricks or stones chipping, cement mortar without any extra cost
- 3) In case it becomes necessary for the due fulfillment of contract for the contractor to occupy land outside the department limits the contractor will have to make his own arrangements with the land owners and to pay such rents if any are payable as mutually agreed between them.

The department will afford the contractor all the reasonable assistance to enable him to obtain corporation land for such purpose on usual terms and conditions as per rules of the corporation.

- 4) The special provision in detailed specifications or wording of any item shall gain precedence over corresponding contradictory provision (if any) in the standard specification or PWD hand book where reference to such specification is given without reproducing the details in contract
- 5) Suitable separating barricading and enclosures shall be provided to separate material brought by contractor and material issued by government to contractor under schedule A same applies for the material obtained from different sources of supply
- 6) It is presumed that the contractor has gone carefully through the standard specification of PWD Hand books and the Schedule of rates of the division and studied the site conditions before arriving rates quoted by him. Decision of the engineer-in-charge shall be final as regards interpretation of specification
- 7) The stacking and storage of construction material at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure preservation of their quality, properties & fitness for the work Suitable precautions shall be taken by the contractor to protect the material against atmospheric actions, fire & other hazards. The material likely to be carried away by wind shall be stored in suitable stores or with suitable barricades & where there is likelihood of subsidence of soil, such heavy material shall be stored on approved platforms.
- 8) For road & bridge works the contractor shall in addition to the specifications cited here, comply with requirements of relevant IRC code practice. Latest edition of MORTH specification
- 9) The contractor shall be responsible for making good the damages done to existing property during construction by his men
- 10) If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the contractor with the help of department at his own cost
- 11) The contractor shall provide, maintain, furnish & remove on completion, temporary shed office on work site for the use of executive engineers representative
- 12) Defective work is liable to be rejected at any stage the contractor on no account can refuse to rectify the defects nearly reason that further work has been carried out. No extra payment shall be made for rectification
- 13) In the sch B the work has been divided in to sections but not with standing this every part of it shall be deemed supplementary to any complimentary of every other part
- 14) General directions or detail description of work materials and items coverage of rates given in the specification are not necessarily repeated in the bill of quantities references is however drawn to the appropriate section clauses of the general specifications in accordance with which the work is to be carried out
- 15) In the absence of specific directions to the contrary the rates & prices inserted in the items are to be considered as the full inclusive of rates & prices for the finished work described there under & are to cover all labour materials wastages temporary work plant overhead charges & profits. as well as the general liabilities, obligations and risks

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arising out of the general conditions of contract

16)The quantities set down against the item in the Sch.B are only estimated quantities of each kind of work included in the contract & are not to be taken as gurantee their the quantities scheduled will be carried out or required that the will not be exceeded

17)All measurments will made in accordance with the methods indicated in the specifications & read in conjunction with the general condition of contract

18)The details shown on drawings & all other information pretaining to the work shall be treated as indicative & provisional only & are liable to variation as found necessary while preparing working drawing which shall be supplied by the government during execution The contractor shall not on account of such variation be entatiled to any increase over the once quoted in the tender which are on quintity basis

19)The recoveries if any from contractor will be effected as arrears of land revenue through the collector of the district

20)Clause 101 to 107 of specifications of road & bridge works adherded herewith will be applicable to works as per schedule B unless specified otherwise in the detailed specification of the relevant item

21)All materials used in the construction shall confirm to the requirment of specification clause under section 1000 Materials for structures of specification of road & bridge work MORTH New delhi attatched to the tender

22)Protection of underground telephone cable & arial telephone wires & poles tranmission towers electricals cables & water supply lines

During the execution of work it is likely that the contractor meet with telephone cable electrical cables water supply lines etc it will there fore be the responsibility of the contractor to protect them carefully All such cases should be brought to the notice of Engineer-in Charge by the contractor and also the concrened department any damage what so ever done to these cables & pipelines by the contractor shall be made good by him at his costs.

ANNEXURE A
ACCOMPANIMENT TO THE GOVERNMENT RESOLUTION
Public Works Department No. CAT/06/04/148, Dated 16/05/2005.
(MODIFIED BY PCMC)

PRICE VARIATION CLAUSE

If during the operative period of the contract as defined in condition (1) below there shall be any variation in the Consumer Price Index (new series) for industrial workers for Pune Centre as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and/or in the Wholesale Price Index for all commodities (New Series) prepared by the Office of Economics Advisor, Ministry of Industry, Government of India, for in price of petrol/oil and lubricants then major construction materials like bitumen, cement, steel etc., then, subject to the other conditions mentioned below, Price adjustment on account of

- 1) Labour Component.
- 2) Material Component.
- 3) Petrol, Oil and Lubricants Component.
- 4) Bitumen Component.
- 5) HYSD & Mild Steel Component.
- 6) Cement Component,

Calculated as per the formula here in after appearing, shall be made, apart from these, no other adjustments shall be made to the contract price for any reasons whatsoever, Component percentage as given below are as of the total cost of work put to tender. Total of Labour, Material & Petrol, Oil & Lubricants components shall be 100 as per table below and other components shall be as per actual.

Sr.No	Type of Work	Labour Component (K-1)	Material Component (K-2)	Petrol, Oil & Lubricant Component (K3)
1	Earth Work	49%	47%	4%
2	G.S.B. & W.M.M.	42%	49%	9%
3	B.M., D.B.M., & A.C.B.B.M.	25%	61%	14%
4	C.D. Works, Cross Pipes, Service Pipes etc	41%	52%	7%
5	Other remaining Civil Works	27%	72%	1%
6	Water supply	35%	63%	2%
7	Under ground Drainage	45%	53%	2%

1. Bitumen Component Actual
2. HYSD & Mild Steel Component Actual
3. Cement Component Actual

Note : If cement, Steel, Bitumen, are supplied on Schedule 'A', then respective component shall not be considered. Also if particular component is not relevant same shall be deleted.

1. Formula for Labour Component:

$$V_1 = 0.85 P \{K_1/100 \times (L_1 - L_0)/L_0\}$$

Where,

V_1 = Amount of Price Variation in Rupees to be allowed for labour component.

P = Cost of work done including accepted tendered rate during the period under consideration minus the total cost of cement, HYSD & Mild Steel, Bitumen calculated as per the basic rate used for preparing estimate for technical sanction including accepted tendered rate or total cost of cement, HYSD & Mild steel, Bitumen calculated as per C_0, B_0, S_0 , whichever is higher.

K_1 = Percentage of Labour Component as indicated above

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

L_1 = Average Consumer Price Index for Pune Center for the period under consideration.

2. Formula for Material Component:

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$$V_2 = 0.85 P \{K_2/100 \times (M_1 - M_0)/M_0\}$$

Where,

V_2 = Amount of Price Variation in Rupees to allowed for Material component.

P = same as worked out for labour component.

K_2 = Percentage of materials Component as indicated above

M_0 = Basic Wholesale Price Index shall be average wholesale price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

M_1 = Average Wholesale Price Index during the period under consideration.

3. Formula for Petrol, Oil and Lubricant Component:

$$V_3 = 0.85 P \{K_3/100 \times (P_1 - P_0)/P_0\}$$

Where,

V_3 = Amount of Price Variation to be allowed for POL component.

P = same as worked out for labour component.

K_3 = Percentage of Petrol, Oil and Lubricant Component

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

P_1 = Average Price of H.S.D. at Pune during the period under consideration.

4. Formula for Bitumen Component:

$$V_4 = Q_B (B_1 - B_0)$$

Where,

V_4 = Amount of Price Variation in Rupees to be allowed for Bitumen component.

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

B_1 = Current, average price as circulated by the office of the City Engineer, Pimpri Chinchwad Municipal Corporation, per metric tones of Bitumen (Grade) under consideration including all taxes (Octroi, Excise, Sales Tax etc.) during the month under consideration.

B_0 = Basic rate of Bitumen in rupees per metric tones as considered for working out value of P or average price as circulated by the office of the City Engineer, Pimpri Chinchwad Municipal Corporation, in rupees per metric tones including all taxes (Octroi, Excise, Sales Tax etc.) of bitumen for the grade of bitumen under consideration prevailing month preceding the month in which the last date prescribed for receipt of tender, falls whichever is higher.

5. Formula for HYSD and Mild Steel Component:

$$V_5 = Q_s (S_1 - S_0)$$

Where,

V_5 = Amount of Price Variation in Rupees to be allowed for HYSD / Mild Steel component.

Q_s = Quantity of steel in M.T. used in the work during month under consideration.

S_0 = Basic rate of Steel in rupees per metric tone as considered for working out value of 'P' or average price in rupees per M.T. including all taxes, (Octroi, Excise, Sales Tax etc.) as circulated by the office of the City Engineer Pimpri Chinchwad Municipal Corporation, under consideration, prevailing one month preceding the month in which the last date prescribed for receipt of tender, falls, whichever is higher.

S_1 = Current average price in rupees per M.T. of steel including all taxes, (Octroi, Excise, Sales Tax etc.) as circulated by City Engineers office, Pimpri Chinchwad Municipal Corporation, during the month under consideration.

6. Formula for Cement component:

$$V_6 = Q_c (C_1 - C_0)$$

Where,

V_6 = Amount of Price variation in Rupees to be allowed for cement component.

Q_c = Quantity of cement in M.T. used in the work during month under consideration.

C_0 = Basic rate of cement in rupees per M.T. as considered for working value of 'P' or average price per M.T. including all taxes, (Octroi, Excise, Sales Tax etc.) as circulated by the office of the City Engineer Pimpri Chinchwad Municipal Corporation under consideration, prevailing one month preceding the month in which the last date prescribed for receipt of tender, falls, whichever is higher.

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C₁ = Current average price in rupees per M.T. of cement including all taxes, (Octroi, Excise, Sales Tax etc.) as circulated by City Engineers office, Pimpri Chinchwad Municipal Corporation during the month under consideration.

Basic rates of material used for preparing estimate for Technical Sanction including all taxes are as per below.

The following conditions shall prevail:

(i) The Operative Period of the Contract shall mean the period commencing from the date of the work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the contract for works expires, taking in to consideration the extension of time, if any, for completion of the work granted by the approving authority under the relevant clause of the conditions of contract in case other than those where such extension is necessitated on account of default of the contractor. The decision of the Engineer – in – charge as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance work from the date of levy of such compensation shall be worked out by freezing of all the indices, and prices of material i.e. L1, M1, P1, B1, S1 and C1 to the month preceding the month from which such compensation is levied.

(ii) This Price Variation Clause shall be applicable to all contracts in B-1/B-2 and C form but shall not apply to piece works, The price variation shall be determined during period under consideration as per formula given above clause. For V1, V2 & V3 and each month for V4, V5, V6.

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

(iv) This clause is operative both ways, i.e. if the Price Variation as calculated above is on the plus side, payment on account of the Price Variation shall be allowed to the Contractor and if it is on the negative side, the PCMC shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract.

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

Note: - When Basic rates of Bo, Co, and So for Bitumen, Cement, Steel respectively are adopted other than the rates adopted for working out value "P" then those rates shall be treated as revised Basic rate of Bo, Co, So and shall be communicated to the contractor at the time of issuing letter of intent by Engineer – in - charge and shall be binding on contractor.

SAMPLE PROFORMA OF AGREEMENT

AGREEMENT FOR the work of Construction of _____

Articles of Agreement made at Pune this _____ day of Two thousand and Seven _____ between Pimpri Chinchwad Municipal Corporation, Pimpri, a corporation constituted by the Bombay Provincial Municipal Corporation Act, and having its registered office at Pimpri (hereinafter called the Corporation which expression shall, unless it be repugnant to the context or necessary thereof, include to successor or successors or assign or assignee) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS:

The Corporation being desirous of providing and having executed certain work mentioned, enumerated or referred to in the short Tender Notice, Tender Notice, Instruction to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of work, Specifications, Technical documents constituting the TENDER and acceptance thereof, copy thereto annexed all of which are designed to form part of this Contract and are included in the term CONTRACT wherever herein used.

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AND WHEREAS:

The Corporation accepted the Tender of the Contractor for the provision and the execution of the said work at the lump-sum amount as stated in the tender and at the rates as stated in schedule of items for extra work upon the terms and subject to the conditions of contract.

AND WHEREAS :

The Contractor have deposited with the Corporation the sum of Rs. _____ (_____) being the initial security deposit payable by them at the rate of ____ of the Contract value and undertakes to pay the balance of the security deposit by allowing the Corporation to deduct an amount from the bill payable to them provided that the deduction does not exceed _____ of the bill amount _____ of Security Deposit is to be retained until the expiry of defects liability period for the due observance and performance of this Contract.

**NOW THIS AGREEMENT WITNESSES AND IS HEREBY AGREED BY BETWEEN
THE PARTIES AND DECLARED AS FOLLOWS:**

1	The documents which form part of the Contract will be the Tender Notice, General Tender Notice including Corrigendum to Tender Notice, instructions to Tenderer, General Conditions of Contract, particular specifications, drawing, special conditions of Contract, addendums to tender, technical proposal, Tender and acceptance thereof. It is further agreed that the Works Order No. _____ dt. _____ shall construe the contract between the parties.
2	In consideration of the payments to be made to the Contractor for the work to be executed by him, the Contractor shall duly provide execute and complete the said work on or before the dates mentioned in the time schedule of complete work attached to the Tender documents and shall maintain the same at his own cost during the defect liability period thereafter and perform all such acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said work at the time and manner subject to the terms and conditions for stipulations mentioned in the Contract.
3	In consideration of the due provision, execution and completion of the said works, the Corporation does hereby agree with the Contractor that the Corporation will pay to the Contractor the respective amount for the work actually done by him as per rate quoted and become payable to the Contractor under the provisions of the Contract, such payment to be made at such time and in such manner as provided in the agreement.
4	In consideration of the due provision, execution and completion of the said work, the Contractor does hereby agree to pay to the Corporation the amount as may be due to the Corporation and such other sum or sums as may become payable to the Corporation towards loss of or damage to the Corporations equipment, materials, construction plant and machinery, including those hired to the Contractor, if any as set forth in the said conditions of contract, such payments to be made at such time in such manner as provided in the Contract.
5	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Pune and only the courts in Pune shall have jurisdiction to try and adjudicate over them.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED
THEIR RESPECTIVE HANDS AND SEALS TO THESE PRESENTS IN
DUPLICATED THE DAY AND YEAR FIRST MENTIONED ABOVE.SIGNED AND
DELIVERED FOR AND ON BEHALF OF PIMPRI CHINCHWAD MUNICIPAL
CORPORATION**

Signature

Designation

1) _____ Address

2) _____ Address

Signed and delivered for and on behalf of :

_____ Signature

(Contractor)

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In the presence Witness

1) _____ Address

_____ Address

Signature of Hon. Member of Standing Committee

1) _____

2) _____

DECLARATION OF THE CONTRACTOR

I/We hereby declare that I/We have made myself/ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/We have based my/our rates for this tender. The specifications and the leads in this work have been carefully studied and understood before submitting this tender.

I/We undertake to use only the best materials approved by the Executive Engineer or his duly authorized assistant during execution of the work and to abide by the decisions. I/We am/are fully responsible for quality of work and shall maintain the work in good order during defect liability period after complete.

Signature of Contractor