

**PIMPRI CHINCHWAD MUNICIPAL CORPORATION
PIMPRI -18**

LIST OF APPROVED MATERIAL LIST

10.07.2024

| Sr.No | Type of Material | Approved Name of Company |
|-------|---|--|
| 1 | ACSR/AAAC/AAC Conductor | Uniflex Cables (Unicab & Apar Anushakti Wire) or As approved by C.E. M.S.E.D.C.I-YM.S.E.T.C.L |
| 2 | Air Cooler | As approved by C.E. , PWD, Maharashtra |
| 3 | Air Conditioners (Split/ Window/ Package/ Ductable/ VRV) | Godrej, Llyod, Blue Star, Diakin, Voltas, LG, Mitsubishi, Carrier,Hitachi |
| 4 | Air Curtain | Russell OR As approved by C.E. , PWD, Maharashtra |
| 5 | Batteries for inverter & Generator | Exide, Amaron, Luminous, Autobat or as approved by C.E. PWD Maharashtra |
| 6 | Contactors | L & T, C& S, Havells, Legrand, Hager, IndoAsian, HPL,BCH |
| 7 | C.T. / P.T. | As approved by C.E. M.S.E.D.C.L/M.S.E.T.C.L |
| 8 | Decorative Poles/Architectural Poles | Bajaj, Volmont, Singh Profiles, Unique, Mechanize eng, Sujit ind, Orient Electric Ltd,Dwaraka,K-Lite,Suncity,K-Selec,Mechanize, Orient,Suncity |
| 9 | Diesel Generator | Crompton Greaves, Kirloskar, Cummins |
| 10 | Electric Motor | Crompton , Kirloskar, Marathon, Jyoti |
| 11 | Elevators | Otis, Kone, Thyssenkrupp, Schindler |
| 12 | Energy Meters | Selec, HPL or as aproved by C.E.MSEDCL |
| 13 | Fans & Accessories (All Types) | Havells, Crompton ,Bajaj , Usha, Anchor, Automberg(BLDC),Polycab, Greatwhite,Orient |
| 14 | Feeder Pillars | Apurva, Precision, PBG Engineering Services, SarthakEngineers or As approved by C.E. M.S.E.D.C.L/M.S.E.T.C.L |
| 15 | Fluorescent/Decorative/ Bulkhead Fittings and Accessorie | C & S , Halonix, Surya, Wipro,Bajaj, Philips, Crompton |
| 16 | FRP Junction Box | Reshma (RMVV) , Sintex or as approved by CE PWD, SMC Composites & Tools |
| 17 | Galvanised Octagonal Poles and Brackets | Transrail(TLL), Valmont, Bajaj, Magnetic, RR ISPAT, R.R. Ispat |
| 18 | Galvanised Structure Material for , Conductor, Hardware & accessories | As approved by C.E. M.S.E.D.C.L/M.S.E.T.C.L |
| 19 | Garden Light Fitting | Crompton, Havells, Phillips, Wipro, Bajaj, HPL,K-Lite |
| 20 | GLS/Floroscent/CFI Lamps & Ballast | C & S , Surya, Halonix, Crompton, Bajaj, Philips, Wipro , Schreder,Hpl, Shakti. |
| 21 | H.T. XLPE armoured cable | Polycab,Finolex,Havells, Dynamic cables, RR Cable, ,Ravin,KEI,Kenter,Vishal |
| 22 | HT Insulation Coating | L & T OR As approved by C.E. M.S.E.D.C.L/M.S.E.T.C.L |
| 23 | Jointing Kit (all Types) | Reychem, Xicon, M-Seal Pedilite, International Electric Component,Compaq, As approved by C.E. M.S.E.D.C.L/M.S.E.T.C.L |
| 24 | LED indoor & Out door and Street Light | Bajaj,Panasonic(Anchor), Polycab, , SEPS(Shriyash Electrical & Power Soluntion), Mega, Luker Ele.Natural infocom,HPL,Wipro,Legero,Philips,crompton,Havells, , New Venture Lucasta, Greatwhite ,K-Lite,Surya, MBM Arvind,Bentec.Savera,Pyrotech |
| 25 | LED Decorative Fittings/Facade /LandscapeLightings | Bajaj, Leksa, Canara, Philips,Wipro, K-Lite,SEPS,Mega,Orient Electric, Legero Lighting India, Savera lighting, Baglamukhi , Nice,Bulesys,Suncity |

| | | |
|----|---|--|
| 26 | LED Indoor & Out door Fittings Drivers | NICE, Bajaj, Mega, HPL,Wipro,K-Lite,Legero,Philips,Crompton,Havells, Pyrotech Electronics, Bentec India Ltd |
| 27 | L.T. XLPE Armoured Cable | Havells,Polycab, Finolex, ChandanCab, Dyanamic Cables,Ultracab, Gulmarg, Bharatcab, Uniflex Cables (Unicab & Apar Anushakti Wire), Vishal, Ravin ,KEI,Kenter, Greatwhite |
| 28 | LT Control Panel | Apurva Electrical, PBG Engineering Services, Sarthak Engineers |
| 29 | Main Switches,DB(Iron / Metal Clad) , Motor Starters, Kit-Kat Fuses, HRC base & Fuses , Switches , Panels | IndoAsian, Hager,Hpl, Vinay, C & S, Havells, Legrand, Schnieder, Crompton,Lauritz knudsen, Anchor, Polycab,ABB. |
| 30 | MCB/MCCB/ACB/VCB | C & S, Havells, Legrand, Schnieder, Crompton, Hager,Hpl, IndoAsian, Vinay,Lauritz knudsen, Anchor, Polycab, ABB. Greatwhite |
| 31 | MS Material | Confirming to IS 2062 |
| 32 | Monopole(EHV Tower) | Bajaj or as approved by CE MSETCL |
| 33 | Occupancy sensor | Havells, Honeywell OR As approved by C.E. , PWD, Maharashtra |
| 34 | Panel Mounted Measuring Instruments | Selec, C&S, Meco, HPL. |
| 35 | Piano type Switches,3 pin plug socket, ceiling rose, Batten / Pendent Holder | Vinay, Anchor,Legrand, Finolex, Polycab, HPL,Greatwhite, pressfit , Bentec India Ltd , Ceeje LLP. |
| 36 | Pipes/DWC/HDPE | Telerex, Gemini(Tirupati plastomatics) ,PressFit or As approved by C.E.PWD, Varahi Polymers, Ketron Industries, |
| 37 | PVC casing & Caping | Modi , Presto , Pressfit, Diamond. |
| 38 | PVC Conduit pipes & Fittings | Finolex ,Diamond, Astral, Polycab,Pressfit,,Greatwhite OR Isl Mark OR As approved by C.E. , PWD, Maharashtra |
| 39 | PVC unsheathed Copper wire FR/ FRLS | Polycab, Havells, Anchor,Finolex, Vinay, HPL,Vishal,Greatwhite,Vishal,ceeje |
| 40 | Power Factor Improvement Capacitor (L.T. MPP Self Healing & Non Self Healing) | Natraj, Prabodhan, Bharat, HPL OR As approved by C.E. M.S.E.D.C.L/M.S.E.T.C.L |
| 41 | Power factor Control panel - (Thyristor control t ge/RelagControl) | Lauritz knudsen, Selec or As approved by C.E.PWD,Maharashtra |
| 42 | Pure Water Pump- coupled/ monoblock/ Centrifugal | KSB, M & P, Kishore, Kirloskar, Aqua, Crompton, Jasco. |
| 43 | Ring main unit, Package substation 11/22/33 KV | C&S, OR As approved by C.E. M.S.E.D.C.L/M.S.E.T.C.L, transfix india |
| 44 | RSJ Poles | confirminc/ to IS 808 & IS 852 modified till date |
| 45 | Signal lamp head assembly, lamps, controller,time indicator & accessories | ISI mark or as approved by Traffic Department. |
| 46 | Single Phasing Preventor | Minilec , Lauritz knudsen, Selec. |
| 47 | Steel Tubular swaged Poles | Sing Profiles, Skipper, Unique |
| 48 | Submersible Pump for pure water | Kalama, Mather-Platt, Kishore, Aqua, Kirloskar, KSB, Jasco, MBH |
| 49 | Submersible Pump for sewage | Mather-Platt , Kishore, Aqua, Jasco |
| 50 | Submerged centrifugal pump | Mather—Platt , Kishore, Aqua, Jasco, Kirloskar. |
| 51 | SMC Junction Box, Street light, metering cubical & High mast Feeder pillar box | Sintex, RMW or As appoved by CE PWD Maharashtra] SMC Composites & Tools |
| 52 | STP and WTP Instruments | Parchure Engineers |

| | | |
|----|--|---|
| 53 | Time Switches (Mechanical/ Electronic) | GIC,Lauritz knudsen, Selec, Asian Controls & Equipments. |
| 54 | Transformer | Schnieder, Mahati, Static, Kirolskar, MSC Transformer,Cahors or As approved by C.E. M.S.E.D.C.L/M.S.E.T.C.L |
| 55 | UPS | Emerson, Eton, Luminous, ABB, Eram Magnaflaz system, Novateur |
| 56 | Valves | IVC, Kirloskar, Ghavane & patil, Calsen,Magwen |
| 57 | VNC Pumps/ Non clog Pump | Jyoti, Kirloskar, mather-Platt |
| 58 | VT Pump | Mather-Platt , Jyoti , Worghinton, WPILL, Kirloskar |
| 59 | Water Heater/ Geyser | Recold , Bajaj . Solray |
| 60 | Water Cooler | Usha , Godgrej or OR Isl Mark OR As approved by C.E. , PWD, Maharashtra |
| 61 | Wireless Call Bell and Ding Dong Bell | HPL, Vinay Cona. |
| 62 | 11/22 KV Air Break Switch and Drop Out Fuse Sets . | As approved by C.E. M.S.E.D.C.L/M.S.E.T.C.L |
| 63 | 22/11 KV VCB and SF6 Circuit Breaker | As approved by C.E. M.S.E.D.C.L/M.S.E.T.C.L |
| 64 | 4 X 24 watt T-5,Retrofitting 28 Watt T-5 | Surya,Halonlx, ASian, C & S |

Executive Engineer(Elect) should report regarding unsatisfactory Performance of the material to this Office.

All Contractors Should take the material from above manufacturer as per tender Specifications only.

Regarding the work carried Out For MSEDCL/MSETCL ,the contractor shall use all the materials approved by Hon. Chief Engineer .MSEDCL/MSETCL,Pune and Prior approval Of Joint City Engineer (Electrical)

The Approval would be cancelled If Any Details are Found in Variance to the details Furnished during the inspection of manufacturing Unit. The Approval Is Valid till the Validity Of BIS Certification.,Manufacturer Should take Necessary Extensions.

PCMC Reserves all rights to visit the manufacturing unit or cancel Approval at any time.

Joint City Engineer(Electrical)

पिंपरी चिंचवड महानगरपालिका, पिंपरी -18

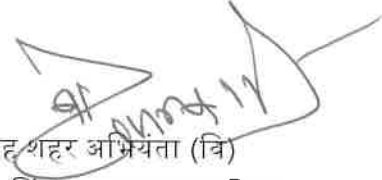
विद्युत मुख्यालय

कुशल/अर्धकुशल/अकुशल कर्मचारी पुरविणे या कामांकरीता

विशेष अटी-शर्ती

- 1) निविदाधारक यांनी किमान वेतन कायद्यातील तरतुदी, भविष्य निर्वाह निधी कायदा 1952 तसेच अन्य कामगार कायद्यातील तरतुदीचे पालन करणे बंधनकारक राहिल.
- 2) निविदाधारकाने कामगारांना कामाचे वेतन व त्याअनुषांगिक इतर भत्ते रोख स्वरूपात अदा न करता संबंधित कामगारांचे नावाने ईसीएस द्वारे एनइएफटी द्वारे त्यांच्या बँक खात्यात जमा करावेत.
- 3) निविदाधारकाने कामगाराला दिलेल्या वेतनाच्या/इतर भत्त्यांच्या इसीएस द्वारे/एनइएफटीद्वारे वेतनाची रक्कम/इतर भत्त्यांची रक्कम कामगारांच्या बँक खात्यात जमा केल्याचे दर्शविणारे बँक अधिका-यांच्या महीचे विवरणपत्र आणि कामगारांची स्वाक्षरी असलेले वेतन देयक (ज्यावर संबंधित कंत्राटी कामगारांचा धनादेश क्रमांक/ ईसीएस क्रमांक/एनइएफटी क्रमांक/लिहीलेला असेल) निविदाधारकाने दरमहा मादर करणे बंधनकारक राहिल. त्याशिवाय वील अदा केले जाणार नाही. तसेच प्रत्येक कामगारास पगाराची Pay slip (वेतन चिठ्ठी) दर महिन्याला देणेत यावी.
- 4) निविदाधारक यांना या कामासाठी वालमजूर ठेवता येणार नाही. तसेच कामगार कोणतेही अपंगत्व नसलेले, शारिरीक दृष्ट्या सक्षम असावेत. त्यांची वयोमर्यादा 18 ते 60 दरम्यान असावी.
- 5) निविदाधारकांना मनपामार्फत कोणतेही साहित्य अथवा इतर सोयी सुविधा पुरविल्या जाणार नाहीत. निविदाधारक यांनी उपलब्ध केलेल्या कामगारांना गणवेश, ओळखपत्र, साहित्य व सुरक्षा साधने स्वखर्चाने पुरवावे लागेल.
- 6) निविदाधारक यांचेकडून उपलब्ध करून देणेत येणा-या कामगारांना काम करताना स्वतःम, दुस-यास काही इजा, अपघात, जिवित वा वित्त हानी झाल्यास त्याबाबत मनपास कोणतीही तोशीम लागणार नाही याची संपूर्ण जबाबदारी निविदाधारक यांची राहिल. तसेच उपलब्ध करून देण्यात येणा-या कामगारांचा विमा काढणे निविदाधारकांवर बंधनकारक राहिल.
- 7) निविदाधारकामार्फत नियुक्त करणेत येणारे कामगार अथवा सभासद यांचा महानगरपालिकेमध्ये नोकरीशी काहीही संबंध नाही व तसा कोणताही हक्क त्यांना सांगता येणार नाही.
- 8) स्वयरोजगार सेवा/उद्योग सहकारी संस्था मर्यादित यांचे पोटनियमांमध्ये नमुद केलेप्रमाणे संस्थेच्या सभासदापैकी किमान 50% सदस्य स्वतः कामावर उपस्थित राहणे आवश्यक राहिल.
- 9) संबंधित ठेकेदाराने PF, ESI कामगार कल्याण निधी संबंधित शासकीय, निमशासकीय संस्थेकडे कामगारांच्या नावांच्या यादीसह भरणे आवश्यक आहे. तसेच नियुक्त कामगाराम किमान वेतन दराने वेतन अदा करणे आवश्यक आहे.
- 10) कुशल/अर्धकुशल/अकुशल कर्मचारी पुरविणे या कामाचा शासकीय/निमशासकीय स्तरावरील अनुभव असणे आवश्यक आहे.
- 11) किमान वेतन अधिनियमांतर्गत किमान वेतनाप्रमाणे मंजूर केलेले दर निविदाधारकांवर बंधनकारक राहिल. निविदा मंजूर झाल्यानंतर जर शासनाकडून काही वेतन भत्त्यामध्ये दरवाढ झाली तर त्यानुसार निविदा दरामध्ये वाढीव वेतन, भत्ता दरवाढ ही भाववाढ देण्यात येईल.
- 12) निविदा दर सादर करताना शासकीय संस्थांकडील समक्ष माहितीद्वारे अथवा वेबसाईटवर प्रसिध्द केलेले अद्ययावत दर व संबंधित सर्व प्रकारचे त्या त्यावेळी लागू असलेले कर विचारात घेऊनच (At Par) अंदाजपत्रकीय दर वगळता 1 ते 5% चे मर्यादित असतील असे दर सादर करणेत यावेत. दर सादर करताना (मुळ वेतन+विशेष वेतन) यावर द्यावे लागणारे शुल्क विचारात घेऊनच दर सादर करावेत.

- 13) 3 महिन्यांपर्यंत कामगारांना वेतन अदा करण्याची संबंधित ठेकेदाराची आर्थिक क्षमता असणे आवश्यक आहे. व तसे नियुक्त कामगारांना वेतन अदा करावे लागेल.
- 14) महानगरपालिका प्रत्येक महिन्यानंतर सर्व वेतन, PF,ESI, LWF वावत खातरजमा करून देयके देईल.
- 15) किमान वेतन दरामध्ये वाढ झाल्यानंतर फरकाची रक्कम कामगारांना त्वरीत देणेची आहे. फरकाची रक्कम कामगारांना दिल्यानंतरच त्या वावातच्या देयकाचा विचार नियमानुसार केला जाईल.
- 16) प्रत्येक महिन्यानंतर कामगारांना किमान वेतन दराप्रमाणे पुढील महिन्याच्या 10 तारखेपूर्वी वेतन देणे बंधनकारक आहे. तसेच प्रत्येक महिन्याला PF, ESI च्या रक्कमा विहित मुदतीत भरणे बंधनकारक आहे. तसेच Labour Welfare Fund मुदतीत भरावे. प्रत्येक कामगाराची मासिक हजेरी बँक Details वेतनपट, हमीपत्रदर महिन्याला सादर करावे.
- 17) एकापेक्षा अधिक ठेकेदारांचे किमान वेतन कायद्याच्या व विविध करांच्या अनुषंगाने ज्या ठेकेदारांचे समान दर प्राप्त झाल्यास सोडत पध्दतीने (लॉटरी पध्दतीने) ठेकेदाराची निवड करणेत येऊन काम देण्यात येईल. कामगार पुरविणेच्या निविदावावत सर्वात कमी निविदा दर प्राप्त झालेल्या L-1 च्या दराप्रमाणे L-2 किंवा इतर निविदाधारकांना निविदा विभागून देणेचे अधिकार मा. आयुक्त मो. यांचेकडे राखून ठेवलेले आहेत.
- 18) करारनामा झाल्यानंतर कामाचे आदेश देणेपूर्वी ठेकेदाराने त्यास प्राप्त झालेल्या कामासाठी तो नेमणा-या कामगारांची यादी (Name, PF A/C number, ESI number, Bank A/C number, Adhar Card number Etc.) उपअभियंता यांचेकडे सादर करावे.
- 19) वैध लेबर लायसन्स असणे आवश्यक आहे.
- 20) भविष्य निर्वाह निधी नोंदणी आवश्यक.
- 21) ESI एक्ट नुसार नोंदणी आवश्यक.
- 22) आयकर विवरणपत्र दाखल पुरावे (लगतचे तीन वर्षातील)
- 23) अद्ययावत शॉप एक्ट परवाना (मध्ये Labour Supply या उल्लेख असणे आवश्यक)
- 24) निविदा स्विकृतीच्या अंतिम दिवशी जे किमान वेतन दर अद्ययावत असतील ते दर निविदा स्विकृतीच्या Acceptance Limit काढण्यासाठी गृहीत धरले जातील.
- 25) कामगार कल्याण विभागाकडील दरपत्रकानुसार कामगारांस किमान वेतन देणे बंधनकारक आहे.
- 26) भविष्य निर्वाह निधी कार्यालयाकडील वर्गणी जमा केलेबाबतचा पुरावा सादर करताना कर्मचा-यांची यादी जोडणे आवश्यक आहे.
- 27) सर्व कामगार कायद्यांचे पालन करणे बंधनकारक राहिल.


 मह. शहर अभियंता (वि)
 पिंपरी चिंचवड महानगरपालिका
 पिंपरी - 18.

विशेष अटी व शर्ती

TNO . 25-1 / 2023-24

1. रुग्णालय हा अतिशय संवेदनशील विभाग असल्याने , सदर कामां साठी विद्युत विषयक यंत्रणेचे देखभाल दुरुस्ती काम केल्याचा अनुभव असणे आवश्यक आहे.
2. सदर कामाकरिता ठेकेदार यांचेकडे Modular / Semi modular O.T. देखभाल व दुरुस्ती कामांचा शासकीय /निमशासकीय संस्थेमधील अनुभव असणे आवश्यक आहे.
3. सदर कामांकरिता निविदा भरणा-या एजन्सीकडे खाली नमुद केलेल्या बाबींचा अनुभव असणे आवश्यक आहे.
 1. Sensor Based Hermetically Sealed door.
 2. VRF/VRV Air Conditioning System
4. निविदा मादर करणा-या एजन्सीकडे VRF / VRF System उत्पादित कंपनीचे अधिकृत पत्र किंवा अधिकृत विक्रेता असणे बंधनकारक राहिल. तसेच मुळ कंपनीकडून सुट्टे भाग पुरविण्याचे व दुरुस्ती करण्याचे हमीपत्र आवश्यक आहे.
5. निविदाधारक यांनी 1) Double Arm Ceiling Pendant for Surgeon 2) Double Arm Ceiling Pendant for Anesthesia 3) Automatic Sliding door 4)VRF/VRV साठी अधिकृत कंपन्यांचे सर्व्हीस मेटर महाराष्ट्रात असलेचे प्रमाणपत्र सोबत जोडणे आवश्यक आहे व निविदाधारक यांनी अधिकृत कंपन्याचे सुट्टे भाग (As per Make list) आवश्यकतेप्रमाणे वापरणे बंधनकारक राहिल.
6. कामाचा हमी कालावधी 2 वर्षांचा राहिल. देखभाल दुरुस्ती करिता महत्वाचे सुट्टे भाग राखीव ठेवणे.
7. सदर कामासाठी तक्रार आल्यास ती तक्रार तात्काळ दूर करण्यात यावी, ठेकेदाराने तसे हमीपत्र देणे आवश्यक आहे. दुरुस्ती केली नाही तर प्रति तास र.रु.1000/- इतका दंड आकारण्यात येईल.
8. सदर कामात मनुष्यवळापोटी अदा करावयाचा खर्च हा महाराष्ट्र शासनाकडील वेळोवेळी प्रसिध्द होणा-या किमान वेतन अधिनियमानुसार अदा करावा लागतो , तो विचारात घेऊन दर ध्यावेत .

सह शहर अभियंता (वि/यां)
पिंपरी चिंचवड महानगरपालिका
पिंपरी-411018.

| पिंपरी चिंचवड महानगरपालिका | | |
|---|---|---|
| विद्युत मुख्य कार्यालय | | |
| निविदा विशेष अटी व शर्ती | | |
| जल शुद्धीकरण केंद्र से. २३ निगडी अंतर्गत विविध चालन देखभाल दुरुस्तीच्या कामांकरीताच्या विशेष अटी व शर्ती. | | |
| अ. क्र. | निविदा विशेष अटी व शर्ती | निविदा विशेष अटी व शर्ती पूर्तता करणेसाठी सादर करावयाची आवश्यक कागदपत्रे |
| 1 | या कामासाठी शासकीय/ निमशासकीय संस्थेमध्ये जलशुद्धीकरण / मैलाशुद्धीकरण पंप हाऊस चालन, देखभाल व दुरुस्तीच्या कामाचा पुर्व अनुभव असल्याचे कमीत कमी कार्यकारी अभियंता दर्जाच्या अधिका-याने दिलेले प्रमाणपत्र निविदेसोबत सादर करणे बंधनकारक आहे. | कार्यकारी अभियंता दर्जाच्या अधिका-याने दिलेले प्रमाणपत्र |
| 2 | पंपहाऊस चालन देखभालीचे काम अत्यावयक सेवेत येत असल्याने कामाचे स्वरूप ३६५ दिवस २४ X ७ तास असल्याने पंप हाऊसमध्ये वेळोवेळी मनपामार्फत बसविणेत येणारे उपकरणे / साधने चालनाची जबाबदारी ठेकेदाराची राहिल, सदर उपकरणे/ साधने नादुरुस्त झालेस त्याची दुरुस्ती वेळेमध्ये एजन्सीने करून देणे बंधनकारक राहिल. त्याकरीता पिंपरी चिंचवड मनपा हद्दीत पंप मशिनरीज चे दुरुस्तीचे स्वतःचे वर्कशॉप असणे बंधनकारक राहिल आणि स्वतःची सर्व्हिस व्हॅन असणे अथवा सर्व्हिस व्हॅन तयार करणे बंधनकारक राहिल. त्यासाठी आवश्यक कागदपत्रांच्या साक्षांकित प्रती निविदेसोबत सादर करणे आवश्यक राहिल (shop act,). | १) निविदा प्रसिद्धी पुर्वी सुरु असलेल्या वर्कशॉपचे शॉप अँक्ट लायसन्स, मनपा/MIDC ने दिलेले उद्योग धंदा परवाना (यासाठी जागेचे किंवा शॉपचे लिव्ह अँड लायसन्स अँग्रिमेंट ग्राह्य धरले जाणार नाही). २) सर्व्हिस व्हॅन चे रजिस्ट्रेशन पेपर किंवा कामाचे आदेश देण्यापुर्वी करारनामा केल्यानंतर सर्व्हिस व्हॅन तयार करण्यासाठी रु. ५००/- चे स्टॅम्पपेपरवर लिहून देणे बंधनकारक राहिल. |
| 3 | पंप चालनाचे कामारिता योग्य प्रशिक्षित व अनुभवी कर्मचा-यांची नेमणुक 24X7 करणे बंधनकारक राहिल. | NA |
| 4 | लॉगबुक अद्यावत ठेवणे, दर तासाला सर्व करंट, व्होल्टेज, पंप चालु बंद वेळ, विजपुरवठा खंडितवेळ संप ओव्हरफ्लो वेळ, इ. रिडींग घेणे व त्या नोंदी संबधीत अभियंत्याकडून प्रमाणित करून घेणे आवश्यक राहिल. | पंपहाऊसच्या ठिकाणी रजिस्टर ठेवणे बंधनकारक राहिल. |
| 5 | इनलेट चॅंबर वेळोवेळी साफ करणे आवश्यक राहिल. | NA |
| 6 | पंपाचे चोकअप वेळच्या वेळी काढून पंप कार्यरत ठेवणे आवश्यक राहिल. | NA |

| | | | | | | | | | | | |
|--|---|--|--------------------|---------------------|--|--|--|-------------|---------------|--------------|---------------|
| 7 | दररोज किमान तीन वेळा महावितरणच्या विजमीटरचे रिडींग घेऊन Power factor योग्य असल्याची खात्री करणे कमी असलेस Improve करणे. P.F. योग्य न राखल्याने महावितरण कंपनीने कडून वीजखप आकार (Energy consumption) वाढ आकारल्यास ती ठेकेदाराचे बीलातुन वसुल करणेत येईल. | P.F. रजिस्टरच्या नोंदीसाठी रजिस्टर ठेवणे बंधनकारक राहिल. | | | | | | | | | |
| 8 | दररोज पंप हाऊस व सभोवतालचा परीसर साफसफाई करून स्वच्छ व सुरक्षित ठेवणे बंधनकारक राहिल. त्यासाठी आवश्यक कामगारांची नेमणुक करावी. | NA | | | | | | | | | |
| 9 | महावितरण कडून विजपुरवठा खंडीत झालेस संबंधीत कार्यालयात तक्रार देऊन पाठपुरावा करून वीजपुरवठा तातडीन सुरळीत करून घेणे व तश्या नोंदी रजिस्टर वर घेणे आवश्यक राहिल. | NA | | | | | | | | | |
| 10 | पंप हाऊसमधील सर्व उपकरणे, पंप, पॅनेल, ट्रान्सफॉर्मर, सबस्टेशन, स्ट्रीट लाईट, वायरींग, प्रकाश व्यवस्था, जनरेटर आणि पर्यायी यंत्रणा हे कायम सुस्थीतीत व कार्यान्वीत ठेवणे बंधनकारक राहिल. | NA | | | | | | | | | |
| 11 | सदरचे कामाचे स्वरूप हे अत्यावश्यक सेवेत येत असल्याने 24X7 चालू असणे आवश्यक आहे. त्यामुळे एखादी यंत्रणा बंद पडलेस त्याची कल्पना लिखित स्वरूपात या कार्यालयास त्वरीत कळवून 24 तासात दुरुस्त करणे आवश्यक राहिल. तसेच यंत्रणा दुरुस्ती करिता लागणारा कालावधीबाबत माहिती देणे बंधनकारक राहिल. दिलेल्या मुदतीत यंत्रणा दुरुस्त होऊन कार्यान्वीत न झालेस खालील प्रमाणे विलंब आकारणी कार्यकारी अभियंता यांचेमार्फत करणेत येईल व सदरची रक्कम कार्यकारी अभियंता यांचेमार्फत बीलातुन वसुल करणेत येईल.त्यासाठी कार्यकारी अभियंता सक्षम प्राधिकारी असेल. | NA | | | | | | | | | |
| | <table border="1"> <tr> <td rowspan="2">Maintenance Item</td> <td colspan="4">Late fee applicable</td> </tr> <tr> <td>Fist 7 days</td> <td>Second 7 days</td> <td>Third 7 days</td> <td>Fourth 7 days</td> </tr> </table> | | Maintenance Item | Late fee applicable | | | | Fist 7 days | Second 7 days | Third 7 days | Fourth 7 days |
| | Maintenance Item | | | Late fee applicable | | | | | | | |
| Fist 7 days | | Second 7 days | Third 7 days | Fourth 7 days | | | | | | | |
| Major/Minor Repairs of pumps Machinery and Equipment | No Late Fee | Rs1000/- per day | Rs. 5000/- per day | 10,000/- per day | | | | | | | |
| 12 | सदरचे कामांवरील सर्व कर्मचा-यांनी ड्युटीचे वेळेमध्ये गणवेश, ओळखपत्र तसेच सुरक्षेची सर्व साधने (उदा. बुट, हातमोजे इ.) परीधान करणे आवश्यक आहे. सदरचे साधने एजन्सीने स्वखर्चाने देणे बंधनकारक आहे अन्यथा दंडात्मक कारवाई करणेत येईल. | NA | | | | | | | | | |
| 13 | केंद्रशासन/राज्यशासन/शासकीय नियमानुसार कामागाराची हजेरी, पगार पी. पी.एफ., G.I.S. इ. अदा केलेचे अधिप्रमाणित कागदपत्रे सादर करणे बंधनकारक आहे. त्यानंतरच बिलांची अदायगी करण्यात येईल. | कामगारांचे हजेरी पत्रक PPF, ESI भरणा केल्याचे मासिक चलनच्या छायांकीत प्रती | | | | | | | | | |
| 14 | काम करताना कोणत्याही बाबींचे परिमाणामध्ये 25% पेक्षा जास्त वाढ झाली अथवा बाबीचे परिणाम 75% पेक्षा कमी झाले तरीही सदर काम निविदा दराने करणे ठेकेदारास | NA | | | | | | | | | |

| | | |
|----|---|--|
| | बंधनकारक राहिल. | |
| 15 | प्रत्येक महिन्यांनंतर कामगारांना किमान वेतन दराप्रमाणे पुढील महिन्याच्या 10 तारखेपूर्वी वेतन देणे बंधनकारक आहे. तसेच प्रत्येक महिन्याला PF, ESI च्या रक्कमा विहित मुदतीत भरणे बंधनकारक आहे. तसेच Labour Welfare Fund मुदतीत भरावे. प्रत्येक कामगाराची मासिक हजेरी बँक Details वेतनपट, हमीपत्रदर महिन्याला सादर करावे. | दर महिन्याला कर्मचारी हजेरी, वेतनपट, PF, ESI रकमा भरणे सादर करणे बंधनकारक राहिल. |
| 16 | किमान वेतन दरामध्ये वाढ झाल्यानंतर फरकाची रक्कम कामगारांना त्वरीत देणेची आहे. फरकाची रक्कम कामगारांना दिल्यानंतरच त्या बाबतच्या देयकाचा विचार नियमानुसार केला जाईल. | कामगारांना वेतन दर फरकाची रक्कम अदा केले बाबतचे कागदपत्रे. |

Digital Signature
Signature Valid

Name : SHEKHAR SINGH
Designation: Municipal Commissioner
Location: PCMC.
Date :26-06-2025 11:48

TERMS AND CONDITIONS

Technical Specification :

The proposed solar Net Metering projects shall be commissioned as per the technical specifications given below.

1 DEFINITION

A Grid Tied Solar Rooftop Photo Voltaic (SPV) power plant consists of SPV array, Module, Mounting Structure, Power Maximum Power Point Tracker (MPPT), Inverter, and Controls & Protections, interconnect cables, Junction boxes, Distribution boxes and switches. PV Array is mounted on a suitable structure. Grid tied SPV system is without battery and should be designed with necessary features to supplement the grid power during day time. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches etc., should conform to the BIS or IEC or international specifications

Solar PV system shall consist of following equipments/components.

- Solar PV modules consisting of required number of Crystalline PV cells.
- Mounting structures With Foundation
- Junction Boxes.
- Earthing and lightning protections.
- IR/UV protected PVC Cables, pipes and accessories.

1.1 SOLAR PHOTOVOLTAIC MODULES:

1.1.1 The PV modules used should be made in India.

1.1.2 The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-1 - requirements for construction & Part 2 - requirements for testing, for safety qualification or equivalent IS.

- a. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime they must qualify to IEC 61701.
- b. The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 380 Wp and above wattage. Module capacity less than minimum 380 Wp shall not be accepted.
- c. Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- d. PV modules must be tested and approved by one of the IEC authorized test centers.
- e. The module frame shall be made of corrosion resistant materials, preferably having anodized aluminium.
- f. The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. PCMC shall allow only minor changes at the time of execution.
- g. Other general requirement for the PV modules and subsystems shall be the Following:
 - I. The rated output power of any supplied module shall have tolerance within +/- 3%.
 - II. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of bypass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.

1.1.3 Warranties:

a) Material Warranty:

- I. Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer ("Customer")
- II. Defects and/or failures due to manufacturing
- III. Defects and/or failures due to quality of materials

- IV. Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owners sole option.

b) Performance Warranty:

- i. The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 25 year period and not more than 10% after ten years period of the full rated original output.

1.2 ARRAY STRUCTURE

- a. Hot dip galvanized MS mounting structures may be used for mounting the modules/ panels/ arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.
- b. The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed (like Delhi-wind speed of 150 km/ hour). It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to PCMC. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
- c. The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- d. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used which can withstand the wind speed of respective wind zone. Protection towards rusting need to be provided either by coating or anodization.
- e. The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels. Regarding civil structures the bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.
- f. The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m². Structure stability has to be certified by Authorized Architect through Bidder for proposed solar sites as per PCMC officials Guidelines.
- g. The minimum clearance of the structure from the roof level should be 300 mm.

1.3 JUNCTION BOXES (JBs)

- a) The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/ FRP/ Powder Coated Aluminium /cast aluminium alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.
- b) Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands. Provision of earthings. It should be placed at 5 feet height or above for ease of accessibility.
- c) Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs)/ SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.
- d) Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.
- e) All fuses shall have DIN rail mountable fuse holders and shall be housed in thermoplastic IP-65 enclosures with transparent covers.

1.4 DC DISTRIBUTION BOARD:

- a) DC Distribution panel to receive the DC output from the array field.
- b) DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.

1.5 AC DISTRIBUTION PANEL BOARD:

- a) AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- b) All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- c) The changeover switches, cabling work should be undertaken by the bidder as part of the project.
- d) All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz.
- e) The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- f) All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- g) Should conform to Indian Electricity Act and rules (till last amendment).
- h) All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions

Variation in supply Voltage +/- 10 %

Variation in supply Frequency +/- 5 Hz

1.6 PCU/ Inverter:

As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the system are termed the "Power Conditioning Unit" (PCU). In addition, The PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the Inverter, to the power conditioning unit/ inverter should also be DG set interactive, if necessary. Inverter output should be compatible with the grid frequency. The inverter capacity should be minimum in the ratio of 1: 1 as per proposed installed solar capacity output mentioned site wise in the tender document. Inverter Overloading not Accepted for any Solar Project.

2 INTEGRATION OF PV POWER WITH GRID:

The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. Once the DG set comes into service, PV system shall again be synchronized with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.

3 METERING:

- a) The bidirectional electronic energy meter (0.5 S class) shall be installed for the measurement of import/Export of energy. Net Meter & Generation Meter will be in Scope of Bidder.
- b) All Government/ MSEDCL/ MEDA/ Authority Liasoning should be in the scope of Bidder.
- c) The bidder should be responsible for all required activities (Documentary/ Follow-up) as per proposed solar capacity in the tender for requisite load extension if required as per available MSEDCL load.
- d) The bidder must take approval/ NOC from the Concerned DISCOM for the connectivity, technical feasibility and synchronization of SPV plant with distribution network and submit the same to PCMC before commissioning of SPV plant.
- e) In case of DG synchronization if required should be done as per Engineering In charge / Consultant Guideline for requisite sites in Tender.

4 PROTECTIONS

The system should be provided with all necessary protections like earthing, Lightning, and grid islanding as follows:

4.1 LIGHTNING PROTECTION

a) The SPV power plants shall be provided with lightning & overvoltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors.

Lightning protection should be provided as per NFC 17-102:2011 standard. The protection against induced high-voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

4.2 SURGE PROTECTION

a) Internal surge protection shall consist of three MOV type surge-arrestors connected from +ve and -ve terminals to earth (via Y arrangement).

4.3 EARTHING PROTECTION

- Each array structure of the PV yard should be grounded/ earthed properly as per IS.3043-1987. In addition the lightning arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Department/SECI as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.
- Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

5 DANGER BOARDS AND SIGNAGES:

a) Danger boards should be provided as and where necessary as per IE Act /IE rules as amended up to date. Three signage shall be provided one each at battery cum- control room, solar array area and main entry from administrative block. Text of the signage may be finalized in consultation with PCMC.

6 DRAWINGS & MANUALS:

- Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Bidders shall provide complete technical data sheets for each equipment giving details of the specifications along with make/ makes in their bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.
- Approved ISI and reputed makes for equipment be used.
- For complete electro-mechanical works, bidders shall supply complete design, details and drawings for approval to PCMC before progressing with the installation work.
- Shadow analysis report should be provided by Bidder as per proposed solar panel Layout on terrace for approximate generation from proposed solar systems

Technical Standards for Solar Project Components:

| System Components | Standard Number |
|---|---|
| PV Module | IEC 61215 / IS 14286 |
| Power Conditioners | IEC 61683, IEC 60068 2 |
| Charge Controller /MPPT Units | IEC 62093, IEC 60068 2 |
| Storage Batteries | IEC 61427, IS 16517 IS 133369 |
| Cables | IEC 60189, IS 694 / IS 1554 |
| Switches / Circuits Breakers / Connectors | IS / IEC 60947 part I, II, III & EN 50521 |
| Junction Boxes / Enclosures | IP 65 (for outdoor) / IP 21 (for Indoor), IEC 62208 |
| SPV System Design | IEC 62124 |

Approved Material List of Solar Component and Makes

29

| Sr. No | Item Description | Make |
|--------|---------------------------|---|
| 1 | Solar Module | Vikram Solar Ltd./ Tata Power Solar Systems Ltd./ Goldi Solar Pvt. Ltd./ Waaree Energies Ltd./ Navitas Green Solutions Pvt. Ltd./ Novasys Greenergy Pvt. Ltd and as per ALMM list of MNRE |
| 2 | Inverter | Ksolar/ Sungrow/ Growatt /Delta /Fronius/ Polycab/ ABB and As per Approved Brand of pure On Grid Solar Inverters approved and accredited. |
| 3 | HT/LT XLPE Armored Cables | Polycab/ Phenolex/ KEI/ Rayvin/ Havelles and Dynamic |
| 4 | Fuse | L& T/ Schneider / Polycab/ Legrand / Compton/ Anchor |
| 5 | DWC /HDPE Pipes | Press Fit / TeleRex / VARAHI / POLYMERS/ Gemini and As Approved By CE PWD |
| 6 | Energy Meter | Selec / HPL as approved by CE MSEDCL |
| 7 | Switchgear | L& T/ Schneider / Polycab/ Legrand/ Compton/ Anchor /ABB |

J. W. S.
सह. शहर अभियंता (वि/यां)

पिंपरी चिंचवड महानगरपालिका

पिंपरी-४९९ ०९८.

J. W. S.

Quelhone

RESOLUTION

RENEWABLE ENERGY CONSULTANCY & SERVICES



~~सह. शहर अभियंता (वि/यां)~~

पिंपरी-चिंचवड महानगरपालिका

पिंपरी - ४९९ ०९८.



पिंपरी चिंचवड महानगरपालिका
पिंपरी - ४११ ०१८
स्थापत्य मुख्य कार्यालय
क्र.स्था/लेखा/७/कार्य/६१०/२०२५
दिनांक ०८/०५/२०२५

विषय:- निविदा कागदपत्रांसोबत सादर करावयाचे प्रतिज्ञापत्राबाबत.

परिपत्रक,

महाराष्ट्र शासन सार्वजनिक बांधकाम विभागाकडील शासन निर्णय क्र.सीएटी/२०१८/प्र.क्र.१२७/इमा-२ दि.२८/११/२०१८ अन्वये र.रु. ३ लाख वरील किंमतीच्या ई-निविदेसोबत जोडलेली (अपलोड केलेली) सर्व कागदपत्रे खरी असल्याबाबतचे प्रतिज्ञापत्र र.रु.५००/- च्या स्टॅम्प पेपरवर लिफाफा क्र.१ मध्ये जोडणे कंत्राटदारास बंधनकारक करण्यात आलेले आहे. तथापि, महाराष्ट्र शासन महसूल व वन विभागाकडील दि.१ जुलै २००४ तसेच दि.१२ मे २०१५ रोजीचे आदेश व मा.उच्च न्यायालय, मुंबई यांचे जनहित याचिका क्र.५८/२०२१ चे संदर्भात पारीत केलेला दि.११ ऑक्टोबर २०२१ रोजीचा आदेशानुसार निविदा सादर करताना आणि करारनाम्यामध्ये नमूद केलेल्या विविध अटी व शर्तीचे पालन करण्यासाठी आम्ही सादर केलेले प्रतिज्ञापत्र आणि घोषणांवर मुद्रांक शुल्क भरण्याचा आग्रह धरु नये अशा स्वरूपाची मागणी ठेकेदार यांचे मार्फत प्राप्त झालेली आहे.

नोंदणी व मुद्रांक विभागामार्फत सर्व मा.विभागीय आयुक्त व सर्व मा.जिल्हाधिकारी यांना पत्र जा.क्र. का.५/मुद्रांक-२४/स.क्र.३०७/२०२४/८२२, दि.३०/१०/२०२४ अन्वये मा.उच्च न्यायालय खंडपीठ छत्रपती संभाजीनगर यांचे दि.११ ऑक्टोबर २०२१ चे आदेशानुसार शासकीय कार्यालयात प्रतिज्ञापत्र सादर करताना नागरिकांकडून मुद्रांकाचा आग्रह करु नये असे स्पष्ट सूचना देण्यात आलेल्या आहेत. तसेच ई-सेवा केंद्रामध्ये नागरिकांकडून सर्व प्रकारच्या प्रतिज्ञापत्रासाठी स्टॅम्पपेपरची मागणी करित असतात दि.१४/१०/२०२४ चे शासन निर्णयानुसार ई-सेवाकेंद्रामध्ये पक्षकाराकडून रुपये ५००/- चे स्टॅम्पपेपरची मागणी केली जात असल्याचे निदर्शनास आले आहे. शासकीय कार्यालय तसेच न्यायालयासमोर दाखल करण्यात येणा-या सर्व प्रकारच्या प्रतिज्ञापत्रावर मुद्रांक शुल्क माफ केले असलेबाबत कळविले आहे.

प्रस्तुत प्रकरणी कायदा सल्लागार यांनी दि.१४/०१/२०२५ रोजी पुढीलप्रमाणे अभिप्राय सादर केला आहे. "मा.उच्च न्यायालय, मुंबई यांनी जनहित याचिका क्र. ५८/२०२१ मध्ये दि.११/१०/२०२१ रोजी दिलेल्या निर्णयाचा विचार करता मा न्यायालयाने दि.१/७/२००४ रोजी महसूल व वन विभाग यांनी निर्गत केलेल्या राजपत्रातील शासकीय कार्यालयाच्या संज्ञेत राज्य सरकार अंतर्गत कार्यरत असलेले सर्व सरकारी विभाग व एंथॉरिटी यांचा समावेश होत असल्याचा अर्थ काढला असल्याचे निदर्शनास येते. त्यामुळे पिंपरी चिंचवड महानगरपालिकेला दि.१/७/२००४ रोजीचे राजपत्र लागू होईल व त्यामधील अनुदेश महापालिकेवर बंधनकारक राहतील असे मत आहे. विशेषतः मा. उच्च न्यायालय यांनी जनहित याचिका क्र.५८/२०२१, भुषण ईश्वर महाजन वि .महाराष्ट्र राज्य व इतर मधील दि.११/१०/२०२१ रोजी दिलेले निर्णय व मा.नोंदणी महानिरीक्षक व मुद्रांक नियंत्रण महाराष्ट्र राज्य, पुणे यांनी दि.३०/१०/२०२४ रोजी दिलेल्या निर्देशाचा विचार करता प्रतिज्ञापत्रासाठी स्टॅम्प पेपरचा आग्रह धरणे योग्य होणार नाही."

महाराष्ट्र शासन सामान्य प्रशासन विभागाकडील शासन निर्णय क्र.प्रसुधा १६१४/३४५/ प्र.क्र.७१/१८-
अ दि.९/३/२०१५ अन्वये शासकीय सोई / सुविधाकरिता शपथपत्रा ऐवजी शासन निर्णयातील प्रपत्र अ मध्ये
नमुद केलेप्रमाणे विहित नमुन्यातील स्वयंघोषणापत्र व प्रपत्र ब मध्ये नमुद केलेप्रमाणे कागदपत्रांच्या स्वयं-
साक्षात्कारासाठी स्वयं घोषणापत्र प्रत स्विकारणेबाबत निर्देश दिलेले आहेत.

सबब उक्त शासन निर्णय, नोंदणी व मुद्रांक विभागाकडील निर्देश विचारात घेता सर्व विभाग प्रमुखांना
सदरच्या परिपत्रकान्वये सूचित करणेत येत आहे की, पिंपरी चिंचवड महानगरपालिकेमार्फत विविध विकास
कामांसंदर्भात प्रसिध्द करणेत येणा-या निविदा प्रक्रियेकरिता संबंधित ठेकेदार यांचेमार्फत ई-निविदेसोबत
जोडलेली (अपलोड केलेली) सर्व कागदपत्रे खरी असल्याबाबतचे प्रतिज्ञापत्र र.रु.५००/- रुपयाच्या स्टॅम्प
पेपरवर घेणेचा आग्रह न धरता महाराष्ट्र शासन सामान्य प्रशासन विभागाकडील शासन निर्णय क्र.प्रसुधा
१६१४/३४५/प्र.क्र.७१/१८-अ दि.९/३/२०१५ अन्वये दिलेल्या निर्देशानुसार प्रपत्र अ मध्ये नमुद केलेप्रमाणे
विहित नमुन्यातील स्वयंघोषणापत्र व प्रपत्र ब मध्ये नमुद केलेप्रमाणे कागदपत्रांच्या स्वयं-साक्षात्कारासाठी स्वयं
घोषणापत्र प्रत स्विकारणेत यावी.

सदरच्या परिपत्रकाची अंमलबजावणी परिपत्रकाच्या दिनांकापासून करणेत यावी.


(शेखर सिंह)
आयुक्त

पिंपरी चिंचवड महानगरपालिका
पिंपरी - ४११ ०१८

प्रति,
सर्व संबंधित विभागप्रमुख

प्रपत्र-अ

स्वयंघोषणापत्र

अर्जदाराचा फोटो

मी-----श्री.-----यांचा मुलगा / मुलगी वय-----
वर्ष, आधार क्रमांक (असल्यास)-----व्यवसाय-----

राहणार----- याद्वारे घोषित करतो / करते की, वरील सर्व माहिती
माझ्या व्यक्तीगत माहिती व समजूतीनुसार खरी आहे. सदर माहिती खोटी आढळून आल्यास, भारतीय दंड
संहिता अन्वये आणि / किंवा संबंधित कायदयानुसार माझ्यावर खटला भरला जाईल व त्यानुसार मी शिक्षेस
पात्र राहीन याची मला पूर्ण जाणीव आहे.

ठिकाण :------ अर्जदाराची सही-----

दिनांक :------ अर्जदाराचे नाव :------

प्रपत्र-ब

स्वयं-साक्षांकनासाठी स्वयं घोषणापत्र

अर्जदाराचा फोटो

मी-----श्री.-----यांचा मुलगा / मुलगी वय-----
वर्ष, आधार क्रमांक (असल्यास)-----व्यवसाय-----
राहणार----- याद्वारे घोषित करतो / करते की, मी स्वयं साक्षांकित
केलेल्या प्रती या मूळ कागदपत्रांच्याच सत्य प्रती आहेत. त्या खोट्या असल्याचे आढळून आल्यास, भारतीय
दंड संहिता आणि / किंवा संबंधित कायदयानुसार माझ्यावर खटला भरला जाईल व त्यानुसार मी शिक्षेस पात्र
राहीन याची मला पूर्ण जाणीव आहे.

ठिकाण :-----

अर्जदाराची सही-----

दिनांक :-----

अर्जदाराचे नाव :-----

Annexure - A

Self-Declaration

Applicant's Photo

I ----- Son / Daughter of-----
aged -----, occupation-----resident of-----
with UID No. ----- hereby declare that the
information provided above is true and correct to the best of my personal knowledge,
information and belief. I fully understand the consequences of giving false information.
If the information is found to be false, I shall be liable for prosecution and punishment
under Indian Penal Code and / or any other law applicable thereto.

Place :-----

Applicant's Signature-----

Date :-----

Applicant's Name :-----

Annexure - B

Self-Declaration for Self Attestation



I ----- Son / Daughter of-----
aged -----, occupation-----resident of-----
with UID No. ----- hereby declare that the
copies attested by me are true copies of original documents. I am well aware of the fact
that if the copies are found to be false, I shall be liable for prosecution and punishment
under Indian Penal Code and / or any other law applicable thereto.

Place :-----

Applicant's Signature-----

Date :-----

Applicant's Name :-----

PIMPRI CHINCHWAD MUNICIPAL CORPORATION, PIMPRI 411018

TYPICAL SPECIFICATIONS OF LED STREET LIGHTS

| Sl. No. | Type of Test/specification | Test Method |
|---------|--|--|
| 1 | <p>High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be >1 W and < 4W. *</p> <p>LED technical datasheet for the LED source intended for supply of the project including packaging details to be submitted.</p> <p>* LED Chip manufacturer to provide an authorization letter in favour of bidder stating their supply of support for execution of the project. However bidder shall supplement test report for technical performance as per the RfP. LM-80 test reports should have an accreditation of ILAC/MRA/KOLAS/EPA International Certifying Agencies. * To</p> <p>submit LED chip manufacturer's credentials viz proof of supplies made to Indian Lighting Companies and recommendations from Lighting manufacturers along with the technical bid. * LED Chip</p> <p>Package vendor should have an active marketing office in India for at least past 2 years. Proof should be provided for the same. The chip manufacturer should also hold the patent for the Chip offered or hold written permission/ Cross-License from the original manufacturer/ designer of the Chip for manufacturing the offered design.</p> | <p>Make Niche, Philips, Osram, Cree</p> |
| 2 | <p>Manufacturer shall submit proof of procurement of LEDs and LM-80 Test reports of specific LED used in the proposed Luminaire. (No other chip details to be offered).</p> | <p>LM-80/IS16105 test report including technical data sheet</p> |
| 3 | <p>Life span of LEDs used in the Luminaire shall be more than 50,000 hours at 70% light output and 85°C. (Manufacturer shall submit the proof - L70 & TM 21 Test Report)</p> | <p>of LED Chip from ILAC/MRA/KOLAS/N</p> |
| 4 | <p>LED efficacy shall be more than 130 Lumens/watt at 85°C (Manufacturer shall submit the proof - LED Technical Data Sheet to be submitted)</p> | <p>VLAP/EPA International Certifying Agencies</p> |
| 5 | <p>Junction Temperature (Tj)</p> | <p>Should be less than value at which LM80 (IS16105) data published. Confirm Third Temperature should be >105°C</p> |
| 6 | <p>Manufacturer shall submit the Photo Biological Safety Report for the LEDs as per IEC 62471 and assessment of blue light as per IEC/TR 62778 – Ed. 1.0</p> | <p>IEC 62471 & IEC/TR 62778 – Ed. 1.0 Test report</p> |
| 7 | <p>The distribution of luminaire illumination (control of distribution) shall be based on type of road as per BIS standard IS1944 refer table from NLC for Road category.</p> | |
| 8 | <p>Light Uniformity Ratio (Emin/Eavg) shall be as per IS 1944 based on category of road**</p> | <p>Uniformity calculation for road width , pole height , overhang width etc based on IES file generated by IES: LM 79/IS 16106 testing</p> |
| 9 | <p>The luminaire light output (lumen) shall be constant. The voltage variations / fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/-2% is allowed throughout in the input operating voltage range</p> | |

Handwritten signatures and initials at the bottom of the page.

Typical Specification for LED street light luminaires

| Sl. No. | Type of Test/specification | | Test Method |
|---------|---|---|-------------|
| 10 | LED driver | The driver shall withstand the required surge and transient voltage as per IS standard. The luminaire have to be mentioned rated power output in watts, rated current in amp. and rated power factor at rated voltage with IS standard on each luminaire. The separate LED driver shall be tested as per IS 16102/IS 16104/IEC 62384. | |
| 11 | Separate surge Protection Device 10 KV shall be housed in driver compartments | The driver shall be independently tested as per IS standard. The driver shall have 0-10 V dimming capability for dimming from 100% light to 0% light in 10 steps above 100 W. The power factor shall not be lower than .95 under dimming conditions. The driver shall be EMI/EMC protected as per IS standard. | |
| 12 | PCB | The driver PCB shall be of high grade glass epoxy 1.6 mm min. thickness with industry standard dielectric strength. | |
| 13 | Operating voltage | 100 V to 300V universal electronic driver with internal surge protection of 4 KV (Applicability IS 15885, Driver Safety 16104-1/2). The driver shall have required protections such as over current, over voltage, short circuit as per IS standard. Fitting should withstand 440 Volts AC (L-L) for minimum 30 min. After this fitting should work normally for 100 V to 300V AC supply. | |

Handwritten initials/signature

| Sl. No. | Type of Test/specification | Test Method |
|---------|---|--|
| 14 | Luminaire Body Temperature should not exceed 30 deg. C with continuous operation for 24 Hrs.(NABL report to be submitted.) | The Solder Point Temperature, after 24 hours of continuous operation, shall remain stable and within the junction temperature (after adding the typical thermal resistance temperature rise from Tsp to Tj point) which has been accepted to project life of above 50000 hours for chip as per LM80-TM21 and Product Data Sheet. In addition, Thermal Test Report as per ANSI/UL 1598-2012 third edition for offered housing has to be provided by successful bidder before start of supplies. |
| 15 | Heat dissipation / heat sink | Well-designed thermal management system with defined heat sink.The fixture shall have in built heat sink fins as a part of aluminium die cast. |
| 16 | Safety protection | The fixture shall have safety protection as per IEC 60598/IS10322 (submit govt test lab report) |
| 17 | The luminaire housing shall be made up of robustly built with adequate mechanical strength,heat resistance ,corrosion free High Pressure Aluminum die cast suitable for mounting on a pole pipe bracket 40-60mm dia NB.with locking arrangement. The luminaire shall be equipped with distortion free,clear toughened ,UV stabilised glass cover in the front fixed to die cast aluminium frame which shall be fixed to the housing by means of stainless steel screws.The glass cover shall have vibration proof with additional clamping arrangement to prevent falling off from the luminaire. | TPL NABL Accredited Lab as per IS:10322 part 5 Sec-3 /IEC:60598-2-3 |
| 18 | The luminaire shall be have to change the angle atleast three different upward angles upto 30 degrees and three downward angle upto 15 degrees with respect to the mounting bracket.The fixture shall built in such a way that it can withstand wind speed of 150Kmph. NABL accredited lab report supporting the same shall be furnished by the manufacturer.(Impact resistance >=IK07) | |
| 19 | The luminaire top side facing that the water and dirt due to bird dropping should not be clogged.The luminaire shall have separate optical and control gear compartment. | |

[Handwritten signature]

Typical Specifications for LED street light

| Sl. No. | Type of Test/specification | | Test Method |
|---------|---|---|---|
| 20 | Cover/glass with lens OR IP66 Lenses which also serve as glass cover. Luminaires without Lens are not accepted for any wattages | IP66 Fixture cover – UV stabilized Polycarbonate / toughened glass or equivalent will be accepted for the Luminaire with Lens. For bidders offering IP66 Lens which also serve as sealed covers, bidder to declare that they are not using Silicon lenses and material used in lens is UV Stabilized and inert to deposits from vehicular emissions like Benzene, T.E.L., P.A.H.. Bidder also to declare that the lens-cum-cover is impact resistant >IK07. | |
| 21 | Frequency | 50Hz to 60 Hz. | |
| 22 | Operating temperature | Range: -5C to +55C, Working humidity upto 95 % | As per IS:10322 Part 5 sec-3 sample will be tested at Ambient Temperature + 10 Deg C. Hence 60Deg C in this case. |
| 23 | Conformation standards of luminaire (Test reports of luminaire) | The luminaire should confirm to IEC 60598/ IS:10322 The luminaire should be tested as per IEC 60598-2- 3:2002/ IS:10322 Part 5 Sec-3 standards and following test reports should be submitted: Heat Resistance Test, Thermal Test, Ingress Protection Test, Drop Test Electrical / Insulation Resistance Test, Endurance Test, Humidity Test , Photometry Test (LM79 report), Vibration Test | From NABL Certified TPL Test report TEST REPORT as per IS:10322 part 5 Sec 3 /IEC:60598-2-3 |
| 24 | Third party endorsement / certification | LM80 (IS16105) NABL Acc. Lab certificate for LED And LM79 (IS16106) , IEC60598 / IS;10322 for LED Luminaire | |
| 25 | Compliance | RoHS/CE/ERTL/ERDI | |

PIMPRI CHINCHWAD MUNICIPAL CORPORATION PIMPRI 411018

Typical specifications for LED street light luminaires

| Sl. No. | Type of Test/specification | Test Method |
|---------|--------------------------------|---|
| 26 | Warranty Period of LED Fixture | Operational Warranty Period of LED Fixture (Module+Driver+IP protection) will be minimum 5 years from the date of supply. The warranty covers LED Module, Driver unit and mechanical strength of housing for these 5 years. Agency have to carry out contingent repair work and replacement of non functional LED modules or driver units or both within 2 days on intimation either by sms / email / written / telephonic information(which so ever is earlier), at its own cost. Failing to do so will be liable to impose penalty. |

Joint City Engineer (E/M)
Pimpri Chinchwad Municipal Corporation.
Pimpri 411 018

[Handwritten signature and initials]

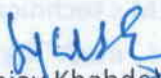
Pimpri Chinchwad Municipal Corporation, Pimpri, Pune -411018.

Electronics & Telecommunication Department

Special Conditions for CCTV surveillance project 2023-24

- 1 Bidder has to enclose the compliance sheet duly endorsed (signed & sealed) by OEM (Original Equipment Manufacturer) and deviations, If any, must be highlighted for CCTV CAMERAS, CCTV SOFTWARE, NETWORKING SWITCHES, SERVER & STORAGE. A copy of the Technical compliance shall be vetted and signed on the OEMs company letter head.
- 2 Bidders MUST submit "Tender specific" Manufacturers, re-sellers or distributors Authorization formats from the OEM's letter head stating their support in terms of technical and spare parts. This letter must be addressed to "The Commissioner, Pimpri Chinchwad Municipal Corporation, Pimpri, Pune"
- 3 OEM should certify that the proposed products are not END OF THE LINE and should certify that they will tender their technical and spare part support for next 5 years.
- 4 Bidder should give Warrantee of all products for minimum 5 years as mentioned in the tender specification document.
- 5 All CCTV equipment quoted i.e. Box camera, Dome camera, Outdoor housing must be from the same manufacturer for respective tender.
- 6 Camera Housing should be IK 10 (impact protection) & IP 66 (ingress Protection) ratings.
- 7 All cameras should be on HD platform and all outdoor cameras should be fitted with IR external illuminators of 15 meter or 30 meter range as per the site condition.
- 8 Bidder has to provide, in original, separate "tender specific " authorization letter from the OEMs of CCTV, VMS, Server, NVR stating their support in terms of spare parts, Hardware, software and technical support for this project. The letter must be addressed to "The Commissioner, Pimpri Chinchwad Municipal Corporation, Pimpri, Pune, Maharashtra "
- 9 CCTV cameras must confirm to ONVIF and UL (Under Writers laboratory, USA)/EN (European Nations) standards. Certificates for the same must be provided as a document along with the technical bid.
- 10 OEM should provide a service escalation matrix with contact details of their own technical support team. First level of technical support shall be from the bidders and further on from the OEM if issues remains un-resolved for more than 3 days. Hence, the OEM's technical team should be based in India.
- 11 Bidders must have one single work experience of successful execution in Government & semi-government organization for CCTV surveillance system of 50 % amount of tender amount in last three years.
- 12 The Bidder should bring the actual Indoor and Outdoor cameras with technical specifications for inspection which he intends to supply and give writing that he will be quoting for the same OEM's letterhead during pre-bid.
- 13 Cameras shall be able to set up & stream out minimum 4 streams profiles. Each stream profile shall have its own compression, resolution, frame rate & quality independently. All 4 streams should be individually configurable and compatible with H.264 with smart codec / H.265 profile.

- 14 FAT (Factory Acceptance Test) will be carried out by ONE officer of PCMC of CCTV Camera, Manageable Switches, NVR & Fiber Optic Cable. Dispatch of goods should be carried out after their certification. Expenses towards their factory visit /Tests should be borne by the successful bidder.
- 15 SAT (Site Acceptance Test) will be done and certified by PCMC to make sure that the same material has been delivered which was certified in FAT.
- 16 Third Party inspection/audit will be carried out at any stage of work by appointed agency/committee on the behalf of PCMC. The charges / cost will be borne by the bidder.
- 17 The successful bidder should sign & submit SLA (Service level agreement) to PCMC before the work order on stamp paper of Rs.500/-
- 18 Free of Cost training to 2 PCMC employee should be given in OEM s service center.
- 19 Necessary Protection of software or hardware of the entire system should be taken care by the bidder. Any failure due to short circuit/spike or any interference to the system should be taken care by the bidder throughout the period of contract. No compensation will be paid for such reasons by PCMC.
- 20 Class of Bidder for this tender will be not applicable.
- 21 C-AMC Charges will be paid quarterly to the bidder / agency after certification by PCMC. All items considered in C-AMC tender should be maintained by the bidder. No extra payment of any items will be paid including cable, ofc etc. The bidder has to maintain the whole system with his own cost.
- 22 The OEM should have BIS certification for the offered project.
- 23 The OEM should have authorized service center in India.
- 24 OEM / Bidder banned by Govt. organization cannot bid for this tender.
- 25 Camera OEM should provide Mac Id of their product.
- 26 Products manufactured from the banned countries by Govt. of India are not eligible for supply.
- 27 The bidder should submit all concerned OEMs authorization as per the existing make of Cameras, NVR, Manageable Switched etc. at the concern site in the tender for C-AMC work. The OEM should give their consent that they will make available required spare parts, software up gradation & overall technical support for maintaining the existing system efficiently.
- 28 For any item 25% excess / less quantity than estimated should not be considered for clause 38.


(Sanjay Khabde)

Joint City Engineer (Ele)
PimpriChinchwad Corporation
Pimpri – 18

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the construction of _____ [name of Contract hereinafter called "**the Bid**"].

KNOW ALL PEOPLE by these presents that We _____ [name of Bank] of _____ [Tender No. & name of country] having our registered office at (hereinafter called "the Bank") are bound unto **COMMISSIONER, Pimpri Chinchwad Municipal Corporation** [name of Employer] (hereinafter called "the Employer") in the sum of _____ * for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____, 20_____

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
- OR
- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders: or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ ** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE _____

WITNESS _____

SEAL _____

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures Denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To
COMMISSIONER, [name of Employer]
Pimpari Chinchwad Municipal Corporation, [address of Employer]
Main Building, Pimpari,
Pune 411 018

WHEREAS _____ [name and address of Contractor]
(hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____
Dated _____ to execute _____ [Tender No. & name of Contract and brief description of Works]
(hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee] * (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any And denominated in Indian Rupees.

सुशिक्षित बेरोजगार अभियंता यांनी ई- निविदेत भाग घेताना प्रत्येक कामासोबत सादर करावयाचे बंधपत्र.

" बंधपत्र "

मी ----- शपथपत्र लिहून देतो की, माझी सुशिक्षित बेरोजगार अभियंता अंतर्गत नोंदणी दि. / /२०१८ पर्यंत ग्राह्य आहे. सद्यास्थितीत मी कोणत्याही शासकीय/ निमशासकीय/खाजगी संस्थेत कार्यरत नाही. तसेच मी कोणतेही पुढील शिक्षण घेत नसून, सादर काम मी स्वतः करणार आहे.

पिंपरी चिंचवड महानगर पालिकेचे ~~चिदपत्र~~ विभागामार्फत सन २०१८-१९ या वर्षामध्ये नव्याने समाविष्ट करण्यात आलेल्या निविदा अट क्र. ९ नुसार प्रतिज्ञापत्र पुर्वकलिहून देतो की, मी सुशिक्षित बेरोजगार अभियंता असून, अद्यापपर्यंत मला एकही काम मिळालेले नाही किंवा मिळालेल्या कामांची माहिती खालीलप्रमाणे आहे.

| अ.क्र. | निविदा क्रमांक | कामाचे नाव | निविदा र.रुपये |
|--------|----------------|------------|----------------|
| | | | |

उपरोक्त बाबतीत असत्यता आढळून आल्यास होणा-या कार्यवाहीस मी व्यक्तीशः जबाबदार राहिल. असत्यतेमुळे माझी सुशिक्षित बेरोजगार अभियंता म्हणुन नोंदणी रद्द करण्यात आल्यास माझी कोणतीही हरकत असणार नाही.

सादरचा संपुर्ण मजकुर सत्य व बरोबर असुन त्यातील मजकुर खोटा असल्याचे आढळुन आल्या माझेवर भा.वि.द. कलम १९३(२) द १९९ अन्वये कायदेशिर कारवाई होईल याची मला जाणीव असल्याच्या सत्यतेसाठी मी प्रतिज्ञापत्र लिहून देत आहे.

सही-

नाव:-

Lift Technical Specification/ Scope Of Work

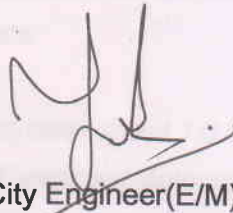
- 1) General: - Job includes entire procedure of obtaining all necessary erection and commissioning, permissions & "License to Work the Lift" from Electrical Inspector(Lifts) with submission to the Engineer In Charge.
- 2) Warrantee: - Job covers **three years onsite warrantee** for all the Lift parts with FCAMC (Fully Comprehensive Annual Maintenance Contract) as per the maintenance schedule after successfully completion of work and handing over to the department.
- 3) The Electric power supply of 415 volts, 3 phase 4 wire, 50Hz shall be made available up to Lift controller by PCMC, and as per the provisions laid down in relevant The Electricity Safety Regulations 2010[with Amendments up to date], Indian Standard, The Maharashtra Lift, escalators & moving walkway Act 2017 & relevant Rules, the separate cables for lighting and power & shall be erected by agency through lift shaft only with 2nos distinct earth connections from lift machine & controller.
- 4) The technical specification of Lift duty motor, control panel, brakes, guide rails, and guide shoes, lift car frame, car, counter weight and suspension, lift safety gear and governor, buffer, lift doors, locking device and contacts, lift wire rope of lifts shall be as per actual requirement of the job.
- 5) lift shall meet the requirement of fireman lift as per the statutory requirements laid in relevant Indian Standard
- 6) floor announcing at each floor and Supply failure announcing speaker system should be provided in three languages i.e. Marathi, Hindi and English
- 7) The sizes in mm for Lift car, entrance, available lift Shaft etc. with travel shall be mentioned in the Detailed Estimate
- 8) Lift capacity of 10 passenger lift.
- 9) Ground plus 4 upper floors having rated speed 1.0 m/s.
- 10) SS/MS Powder coated two panel telescopic auto closing door in hair line finish
- 11) ARD, FCS, Overload Device, Intercom, Auto circuit light & fan
- 12) Half-length mirror on rear wall cross flow fan for ventilation.
- 13) Car having MS Girders, Bracing of adequate size,.

- 14) SS/MS Powder coated Cabin in Hairline Finish with safety factor of 5,
- 15) Anti-skid PVC Flooring Fitting Decorative Fall Ceiling with Fan & LED Light.
- 16) Floor Position Indicator in car and Car Position Indicator at all landings with electronic microprocessor control unit.
- 17) ACVF/VVVF with suitable accessories as per specification
- 18) Braille Buttons-Braille inscription is provided on car and landing buttons
- 19) UPS based auto rescue device-ARD is connected in series with power supply and controller to reduce the chances of failure.
- 20) Double click car call cancellation.
- 21) Over load with full load bypass.
- 22) Anti-nuisance-(Empty car)
- 23) Motor overheat protection.
- 24) CCTV System with backup.
- 25) Three copies of Drive SLD should be provided by contractor.
- 26) All dismantled material will be retained by PCMC.

Joint City Engineer(E/M)
Pimpri Chinchwad Municipal Corporation,
Pimpri-411018

The applicable Indian Standards for Lifts are as follows

- National Building Code 2016 - Part 8 Building Services Section 5 & 5A Installation of Lifts,
- IS 8216:1976 Guide for Inspection of Wire Ropes
- IS 14665 (Part 1) :2000 -Electric Traction Lifts Part 1 Guidelines For Outline Dimensions of Passenger, Goods, Service and Hospital Lifts
- IS 14665 (Part 2/Sec 1 & 2) : 2000 - Electric Traction Lifts Part 2 Code of Practice For Installation, Operation and Maintenance Section 1 Passenger and Goods Lifts Section 2 Service Lifts
- IS 14665 (Part 3/Sec 1 & 2) : 2000- Electric Traction Part 3 Safety Rules Lifts Section 1 Passenger and Goods Lifts, Section 2 Service Lifts
- IS 14665 (Part 4/Sec 1 to 9) : 2001 -Electric Traction Lifts Part 4 Components Section 1 Lift Buffers, Section 2 Lift Guide Rails and Guide Shoes, Section 3 Lift Car frame, Car, Counterweight and Suspension, Section 4 Lift Safety Gears and Governors, Section 5 Lift Retiring Cam, Section 6 Lift Doors and Locking Devices and Contacts, Section 7 Lift Machines and Brakes, Section 8 Lift Wire Ropes, Section 9 Controller and Operating Devices for Lifts
- IS 14665 (Part 5) :1999 -Electric Traction Lifts — Specification Part 5 Inspection Manual
- IS 15785 : 2007 Installation and Maintenance of Lift without conventional Machine Rooms Code of Practice:
- IS 15330: 2003 Code of Practice for Installation and Maintenance of Lifts for differently abled Persons
- Lift ACT & Rules -The Maharashtra Lift, Escalators & Moving Walkway Act-2017 and Relevant Rules
- Local Authority Rules : The Development Control Regulations of The local Authority



Joint City Engineer(E/M)
Pimpri Chinchwad Municipal Corporation,
Pimpri-411018

Tender Notice No. _____

**PIMPRI CHINCHWAD MUNICIPAL CORPORATION,
PIMPRI - 411018.**

INDEX

Name of Work :

| Sr. No. | Brief Description of Contents | Pages | |
|---------|--|-------|----|
| | | From | To |
| 1 | 2 | 3 | 4 |
| 1. | Instructions to the tenderer | 1 | 6 |
| 2. | Detailed Tender Notice | 7 | 12 |
| 3. | Printed Agreement Form B-1 | 13 | 48 |
| 4. | Schedule 'A' | 49 | 50 |
| 5. | Conditions of Schedule 'A' | 51 | 54 |
| 6. | General Specification and Additional Conditions..... | 55 | 77 |
| 7. | Declaration of the Contractor | 78 | 78 |
| 8. | Brief Tender Notice | | |
| 9. | Schedule 'B' | | |
| 10. | Drawings | | |
| 11. | | | |
| 12. | | | |

Issued to _____

As per Receipt No. _____ **dated** _____

INSTRUCTIONS FOR THE TENDERER

| Sr. No. | Particulars |
|---------|-------------|
|---------|-------------|

THESE SHOULD BE IN A SEPARATE COVER

PLEASE DO NOT FORGET TO ATTACH :

- 1) Earnest Money Deposit Should be deposited in account of PCMC by the gateway System (E-banking) of Pimpri Chinchwad Municipal Corporation
- 2) An upto-date IT Return copy, PAN Card copy & GST No. Registration copy duly attested by a Gazetted Officer.
- 3) A certified or Photostat copy of valid Registration Certificate.
- 4) Photostat or attested copy of Partnership deed and power of attorney.
- 5) A list of works tendered for and in hand (Statement No. I)
- 6) A list works of similar type and magnitude carried out (Statement No. II)
- 7) List of machinery and plants immediately available with the tenderer for use on this work and list of machinery proposed to be utilised on this work, but not immediately available and the manner in which it is proposed to be procured. (Statement No. III)
- 8) Details of Technical personnel on the rolls of the Tenderer.

IMPORTANT NOTE : Please note that Omission to attach any document is likely to invalidate the tender.

STATEMENT NO. 1

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 | Work 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 |
| | | | | | | | | | |

Contractor

No. of Corrections

Executive Engineer

STATEMENT NO. 3

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 |
| | | | | | | | |

Contractor

No. of Corrections

Executive Engineer

STATEMENT NO. 4

Details of Technical Personnel available with the Contractor.

NAME OF THE TENDERER :

| Sr. No. | Name of Person | Qualification | Whether working in field or in 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 |
| | | | | | | |

Contractor

No. of. Corrections

Executive Engineer

PIMPRI CHINCHWAD MUNICIPAL CORPORATION

ENGINEERING DEPARTMENT INVITATION FOR TENDERS DETAILED TENDER NOTICE

NAME OF WORK :

1. Offers by the way of E-Tendering (item rate tender) in B-1 percentage rate tenders in B-I FORM are invited from Contractors registered in Categoryand above under the system of approved list of Contractors in Maharashtra State as well as from Contractors registered in appropriate class with MES, CPWD, RAIL WAYS etc. The Name of Work Estimated Cost, Earnest Money, Security Deposit, Time Limit etc. are as under:

| Sr. No. | Name of Work | Estimated cost in Rupees | Earnest money in Rs | Security Deposit In Rs. | Class of Contractor | Time Limit in Calendar Month |
|---------|--------------|--------------------------|---------------------|-------------------------|---------------------|------------------------------|
| | | | | | | |

2. The details of above works such as Security Deposit, Earnest Money Deposit, Terms & Conditions of the Tender and Schedule B of works, are available on PCMCs 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 Electric Engineering Department of PCMC. Registered bidders can avail the e-tender document from Toup to 3.00 PM. Registered bidders should submit their offer by way of e-tendering system only. The last date of Submission by way of e-tendering will be up to 3.00 PM. If any change occurs it will be communicated at the time of Pre-bid Publication on website.

Contractor

No. of. Corrections

Executive Engineer

- 3.1 An earnest money deposit Should be deposited in the account of PCMC by the gateway system (E-Banking) of Pimpri Chinchwad Municipal Corporation Cheque or cash will not be accepted. Exemption certificate will not be accepted, lieu of earnest money deposit.
- 3.2 Earnest money in any other form of cash or cheque will not be accepted and tender of those whom does not deposit earnest money shall be summarily rejected.
- 3.3 The amount of earnest money will be forfeited in case successful contractor does not pay the amount of initial security deposit within the time specified as stipulated by the Joint City Engineer and complete the contract documents In all other cases, earnest money will be refundable.
- 3.4 The successful tendere shall have to pay _____ % Security Deposit in cash or in the form of approved security form and the balances is recoverable through running account bills at the percentage stipulated in the Agreement.
- 3.5 In the event of failure of the tenderer to pay cast security deposit within 10 days (unless extended in writing by the Executive Engineer) from the date of receipt of notice (sent by Registered Post) of acceptance of his tender shall be considered as withdrawn. Except that, in the event of the notice of acceptance of the tender not being issued within 120 days of the date of opening of tenders, the tenderer shall have the option (to be intimated in writing in good time before the expiry of 120 days period) of withdrawing his tender, in which case the earnest money should be refunded in full. All the tenders shall be kept open for 120 days from the date of opening of the Tenders.
- 3.6 Earnest money of the unsuccessful tederers will be refunded on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period whichever is earlier.
- 3.7 The acceptance of the tender may be intimated to the Contractor telegraphical or other wise and either by the office competent to accept the tender or by other authorities such as Joint City Engineer / Executive Engineer and such intimation shall be deemed to be an intimation of acceptance of the tender given by the authority competent to accept the tender.
- 4.1 In case of B-1 Tender, the tenderer shall enter in the blank space on Page No. 16 of the printed B-1 form under Para "Tender for the Work" the percentage in figures and words and score out on of the words "below / above" as necessary under his attestation. In case there is difference between precentage written in figures and words, the lower offer will be taken as final
- 5.1 No pages should be removed from, added in or replaced in the Tender.
- 5.2 The rates to be quoted by the contractor must be all taxes GST extra Payment on this account will be made to the contractor.

6 MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS

- 6.1 Tender / Bid shall be submitted by e-tendering system. For this purpose Bidders are required to register themselves with Civil Engineering Department of PCMC.
- 6.2 Tender / Bid shall be submitted by e-tendering process only on PCMC website as date of Submission will be communicated in pre-tender conference.
- 6.3 The following procedure shall be followed in e-tendering.
- a) The Tenderer / Bidder 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 www.mahatender.gov.in.
- 6.4 All documents stated shall be submitted online only by the bidder. The bidder shall strictly ensure that such attachment are Complete and signed in all respects before he scans the documents and Upload it www.mahatender.gov.in. Bids which do not satisfy the requirements stated will be treated as non responsive.
- 6.5 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.
- 6.6 Price quoted online in template provided online only would be considered for evaluation.
- 6.7 The tender should be submitted in as under

Technical Bid should contain the following documents only

- i) An earnest money deposit should be deposited in the account of PCMC by the gateway system (E-Banking) of Pimpri Chinchwad Municipal Corporation. Cheque or cash will not be accepted. Exemption certificate will not be accepted lieu of earnest money Deposit.
- ii) Certificate of registration as approved Contractors in the appropriate class.
- iii) An upto date 3 Years IT Return attested Copy, GST, PF, ESI Registration Copy
- iv) Details of work of similar type and magnitude carried out by the tenderer as Proforma attached with the tender with the certificate from head of office concerned.
- v) Details of other work in hand.
- vi) Details of Plant and Machinery immediately available with the tenderer for exclusive use on this work as per proforma attached with the tender.
- vii) Details of technical persons who will be exclusively spared for this work by the tenderer as per proforma attached with the Tender.
- viii) In case of Partnership Firm, attested copy of Partnership Deed and Power of Attorney should be attached.

7. 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.

- 8 First of all documents mentioned in the check List of the tender will be opened to verify its 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.
9. 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 online stating that the soft copies uploaded by them are genuine. Any incorrectness / deviation noticed will be viewed seriously apart from cancelling the work duly forfeiting the BID Security including suspension of business.
10. 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 gateway 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.

11. EXAMINATION OF DRAWINGS AND SITE CONDITIONS

The tenderer shall in his own interest carefully examine the drawings, condition of contract, specification etc. He shall also inspect the site and shall acquaint himself about the climate, physical and all other conditions prevailing at site, The nature, magnitude special features, practicability of the work, all existing and required means of communications and access to site, availability of housing and other facilities, the availability of labour and materials, labour camp site, stores and godowns etc. He shall obtain all necessary information as to the risks, contingencies and other circumstances which may affect and influence the tender. No claims of any of the above or any other obscurity as the meaning of any of the tender documents or specifications as the instructions to be observed by him. He shall set forth in writing such discrepancy or doubt, or obscurity and submit the same to the Executive Engineer for elucidation as soon as possible.

-
12. The tender submitted by the tenderer shall remain valid for a period of 120 days from the date of opening of tenders. Also see Para 2 of General Rules etc of the Contract Form.
 13. The Contractor (s) whose tender is accepted Is required to note that no foreign exchange will be released by the Department.
 14. Tenders, which do not fulfill all or any of the conditions or are incomplete in any respect are liable to summary rejection.
 15. Right to reject any or all tenders without assigning reasons therefore is reserved. The acceptance of the tender lies with the Standing Committee of the Corporation.
 16. This notice inviting tender shall form part of the Tender Agreement.
 17. The sucessful tenderer will be required to produce to the satisfaction of the specified concerned authority, valid and concurrent license issued in his favour under the provisions of the Contract Labour (Regular and Abolition) Act 1970, before starting the work, Failure to do so, acceptance of the tender shall be liable to be withdrawn and security deposit forfeited.
 18. As per order No. 1A/6758 of PCMC of Commissioner dated on 4/8/2017 and the General condition No. Eng. 3 E/239/2017 dated on 1/09/2017 is part & partial of tender document.

FORM B-1
PERCENTAGE RATE TENDER AND CONTRACT OF WORK
PIMPRI CHINCHWAD MUNICIPAL CORPORATION
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 form of invitation to tender pasted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

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

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

2. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so.

- 2(A) (i) The Contractor shall pay alongwith the tender the sum of Rs.
(Rupees.....)
An earnest money deposit should be deposited in the account of PCMC by the gateway system (E-Banking) of Pimpri Chinchwad Municipal Corporation Cheque or cash will not be accepted Exemption certificate will not be accepted lieu of earnest money Deposited. The said amount of earnest money shall not carry any interest what so ever.

- (ii) In the event of his tender being accepted, subject to the provisions of sub-clause (iii) below, the said amount of earnest money shall be appropriated towards the.

- (iii) If, after submitting 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 no being accepted, the amount of earnest money deposited by the Contractor, shall unless it is prior there to forfeited under the provisions of Sub-clause (iii) above, be refunded to him on his passing receipt therefore
3. Receipts for payments made on account of any 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 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 submits a tender shall fill up usual printed form 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 printed forms of tender shall include a tender for more than one work, but if contractor who wish to tender two or more works, they shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.
5. The Commissioner or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders 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 specification and other documents mentioned in rule 1. In the event of tender being rejected, the City Engineer shall authorise 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 he right of rejecting all or any of the Tenders.
7. No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Corporation unless it is signed by the Executive Engineer or other appropriate Officer of P.C.M.C.

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 any completed by the office of the City Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.
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.
11. Every unregistered contractor shall, (unless exempted in writing by the Joint City Engineer)(E.M.) produce alongwith his tender a solvency certificate to the extent of 20% of the tendered cost of the work from the Collector of the District or Tahasildar of Taluka within which he resides or a bankers certificate of his financial stability. If he fails to produce such a certificate his tender will not be considered.

OR

Every registered contractor should produce alongwith his tender certificate of registration as approved contractor in the appropriate class and renewal of such registration with date of expiry.

12. All corrections and additions or pasted slips should be initialed.
13. The measurement 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 Joint City Engineers (E.M.) decision as to what is the usual method in use in Public Works Department will be final.
14. The tendering Contractor shall furnish a declaration alongwith the tender showing all works for which he has already entered into contract and the value of the work that remains to be executed in each case on the date of submitting the tender.
15. Every tenderer shall furnish along with the tender, information regarding the income Tax Circle or Ward of the District in which he is assessed to Income Tax, the reference to the number of the assessment and the assessment year, and valid Income Tax Clearance Certificate.
16. 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.

17. 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 site of works.
18. 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.3.
19. Every unregistered contractor should furnish along with tender a statement showing previous experience and technical staff employed by him, in the form of Statement No. 4
20. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current licence issued in his favour under the provision of Contract Labour (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.
21. 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 Joint City Engineer(E.M.), 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.

TENDER FOR WORKS

I/we hereby tender for the execution, for the Pimpri Chinchwad Municipal Corporation (here-in before and herein after 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 specifications, 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' hereto.

In figures as well as in words.

I have deposited Earnest Money Rs.
 (in words vide online gateway system.
 EMDT No. Dated.....
 Bank..... Branch.....
 in closed herewith in pocket No. 1.

Sign. Contractor
 Name Of Contractor :
 Address & Ph. No.:

Contractor

No. of. Corrections

Executive Engineer

MEMORANDUM

- 1 (a) General Description (a) If several sub-works are included they should be detailed in a separate list.
- (b) Estimated CostRs.
- (c) Earnest MoneyRs. (c) The amount of earnest money to be deposited
- (d) Security Deposit (d) Security Deposit
- (i) Cash (not less than the amount of earnest money)Rs.
- (ii) To be deducted from current bills
- (iii) To be de deducted from final billRs.
- TotalRs.**
- e Percentage, if any to be deducted from bill so as to make up the total amount required as security deposit by the time, half the work as measured by the costs, is done. (e) This percentage where no security Deposit is taken, will vary from 5 percent according to the requirements of the case where security deposit is taken see note 1 of conditions of the contract.
- Five Percent.
- f Time allowed for the work from date of written order to commence (f) Give schedule where necessary showing dates by which the various items are to be completed.
-Calendar Months
2. I/We agree that the offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening the same thereafter until it is withdrawn by me/ us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of such authority Online EMDT No..... and date.....in respect of the sum of Rupees In words (Rupees) only representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Corporation should.
3. 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 it item (d) of the Memorandum contained in paragraph (i) above within the time Limit laid down in clause (a) of the an nexed General Conditions of Contract The amount of earnest money may be adiusted 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.

4. Should this tender be accepted I / We hereby agree to abide by and fulfill all the terms and provision of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeit and pay to Corporation, the sums 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 and I / We should not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1 (A) of the said conditions, otherwise the said sum of Rs. shall be refunded

Signature

**The Contractor before
Submission of Tender**

Address

Date the Day of 20

(Witness)

**Signature of Witness to
Contractors Signature**

**Address :
(Occupation)**

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 and legal steps taken against the contract for recovery of the amounts. The amount of the Security deposit lodged by a contractor shall be refunded after the 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

Clause - 2 : The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall through the stipulated period of the contract be proceeded with, all 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 Joint City Engineer(E.M.) (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole as shown by the tenderer for every day that the work remains uncompleted or unfinished after the proper dated. 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 on month to complete.

Compensation for delay

The programme for completion of work is attached in form of bar chart on page No The Contractor is supposed to carry out of the work and keep the progress as per bar chart on page no. The Contractor should complete the work as per phase period given below, which is arrived from the bar chart.

| | | |
|-----|----------------|-----------------|
| 1/4 | of the work in | 1/4 of the time |
| 1/2 | of the work in | 1/2 of the time |
| 3/4 | of the work in | 3/4 of the time |

Full work to be completed in Calender months (including monsoon)

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

Contractor

No. of. Corrections

Executive Engineer

The following proportion will usually be found suitable in 1/4, 1/2, 1/3, of the time. Reasonable progress of earth work 1/6, 1/2, 3/4, of the total value of the work to be done. Reasonable progress of masonry 1/10, 4/10, 8/10 of the total value of the work to be done.

In the event of the contractor failing to comply with this conditions he shall be liable to pay as compensation, an amount equal to one percent or such smaller amount as the Joint City Engineer (E.M.) (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete 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. Joint City Engineer(E.M.), should be the final authority in this 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 installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause the Joint City Engineer(E.M.), on behalf of the Corporation, shall have power to adopt any of the following courses, as may deem best suited to the interest of Corporation.

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

(c) i) To order that the work of the contractor be measured up and to take such part thereof as shall be 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 work.

Charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the Contractor

(c) ii) In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless an until the Executive Engineer shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to the clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and credited to the contractors the amount of excess shall be deducted from any money due to the Contractor, by Corporation under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided however that the 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 three courses mentioned in 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.

Clause - 4 : If the progress of any particular portion of the work is unsatisfactory, the Joint City Engineer(E.M.) 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 writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

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

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

Power to take possession of or require removal of or sale contractor's plant

Extension of time

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 / Joint City Engineer(E.M.) before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer, or in the opinion of Executive Engineer / Joint City Engineer (E.M.) 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 Joint City Engineer (E.M.) in this matter shall be final.

Clause - 7 : On the completion of the work the contractor shall be furnished with a certificate by the Executive Enginger (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, window,s wall, floor or other parts of any building in or upon which the work has been executed, of which he may have had possion 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 untill they have received approval of the Engineer-in-charge, the said measurements being binding and conclusive against contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor, remove such scaffolding, suplus materials and rubbish, and dispose off the same as he thins fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all experses 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.

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 on thousand the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer in Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall into preclude the Engineer-in-charge from requiring any bad, unsound imperfect of 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

Payment on intermediate certificate to be regarded as advances.

in any respect or the occurring of any claim nor shall is conclude determine or effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Payment at reduced rate on account of items of work not accepted as completed discretion of the Engineer-in-charge

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

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 ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in 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 list which shall be binding on the contractor in all respects.

Bill to be submitted monthly

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

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 Engineer Departmental store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charges

therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and value of the full quantity of the materials and stores to supplied shall be set off or deducted from any sums then due, or thereafter to become due to contractor under the contract, or otherwise, or from the security. Deposit or the proceeds of sale thereof if the security deposit is held in pledged securities. the same or a sufficient portion thereof shall in that case be sol 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 condition at the time of completion or determination of the contract shall be returned to the Engineering Department store if the Engineer-in-charge so requires by a notice in writing given under his hand but the Contractor shall not be entitled to return any such materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

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

Clause -13 : The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings 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 on the site of the work during office hours. The contractor will be entitled to receive there sets of contract drawing and working drawings as well as one certified copy of the accepted tender along with the 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.

Work to be executed in accordance specifications, drawings, padres, etc.

Alterations in specification and designs not to invalidate contracts.

Clause - 14 : The Engineer-in-charge shall have power to make any alternations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of rates of the Government of 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 are agreed upon the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work or 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 the determination of the rate as aforesaid according to such rate of rates as shall be fixed by the Engineer-in-charge, in the event of a dispute, the decision of the Joint City Engineer (E.M.) 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 specification recommended by 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 additional bears to the cost of the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

Clause -15 :

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

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

- (2) Where the total suspension of work ordered as aforesaid

continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the 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 and to pay final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining un-executed work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the 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 work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idly on the site or on the account of his having to pay the salary or wages of labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any working machinery, salary or wages for the first 30 days whether consecutive or in aggregate or such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

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.

(ii) Withdrawal by the Contractor from the contractual obligation to complete the remaining un-executed work under subclause (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 15(1) where such curtailment exceeds 23% in quantity and the value of the quantity curtailed beyond 25 percent at the rates for the item specified in the tender is more than Rs. 50,000/-

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 the continued suspension of work or (iii) notice under clause 15 (1) resulting in such curtailment, to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him 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 Corporation shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirements of the un-executed work as specified in the accepted tender and are of quality specifications approved by the Engineer.

Clause - 15(A) : The contractor shall not be entitled to claim any compensation from Corporation for the loss suffered by him on account of delay by Corporation in the Supply of materials entered in Schedule A where such delay is caused by

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

- (i) Difficulties relating 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 circumstance of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the Contractor.

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

Time limit for unforeseen climes

Clause -17 : If at any time before the security deposit or any part thereof is refunded the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with contract it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of any have been inadvertently passed, certified and paid

Action and compensation payable in case of bad work.

P.W.D. Resolution No. CAT-1087/
CR-94/Bldg. -2 Dated 14-6-1989

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 on percent on the amount of the estimate for every date not exceeding ten days during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Work to be open for inspection

Clause - 18 : All works 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 subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinate to visit the work shall have been given to the Contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

Clause - 19 : The contractor shall give not less than five day's 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 placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach or 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.

Clause -20 : If during the period of months from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contractor months after commissioning the work, whichever is earlier in the opinion of the Executive Engineer, said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defect 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 of commence execution of the said rectification work within the period prescribed therefore in the said notice and / or to complete the same as aforesaid as required by the said notice, the Executive Engineer shall get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the Contractor. The contractor shall forthwith on demand pay to the Corporation the amount of such costs, 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 may be 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 liable for damage done and for imperfection.

Clause - 21 : The Contractor shall supply at his own cost all materials (except such special materials if any as may in accordance with the contract, be supplied from the Engineering Departmental stores), Plant tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary work 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 condition or not and which may be necessary for the purpose of assisting or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is

Contractor to supply plant, ladder scaffolding etc.

And is liable for damages arising from non provisions of light, fencing etc.

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

List of machinery in contractors 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 no be constructed, taken down or substantially altered except.
 - (i) Under the supervision of a competent and responsible personand.
 - (ii) As far as possible by competent workers possessing adequate experience in this kind of work
- (c) All scaffolds and appliances connected therewith and ladders shall
 - (i) be of sound material,
 - (ii) be of adequate strength having regard to the loads and strains to which the will be subjects, and

-
- (iii) be maintained 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
- (i) be so constructed that no part thereof can sag unduly or unequally
- (ii) 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
- (iii) be kept free from any unnecessary obstruction
- (j) In the case of working platform, gangways, working places and stairways at a height exceeding 3 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 working platform shall except for time and to extent required to allow the excess of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or material
 - (l) When persons are employed on roof where there is a danger of falling from a height exceeding 3 Meters. Suitable precautions shall be taken to prevent the fall of persons or material.
 - (m) Suitable precaution shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places
 - (n) Safe means of access shall be provided to all working platforms and other working places.
 - (o) The Contractor (s) will have to make payments to the labourers as per minimum Wages Act.

Clause - 21 (B) : The Contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him

- (a) Hoisting machine and tackle, including their attachments, anchorages and supports shall,
 - (i) Be of good mechanical construction, sound material and adequate strength and free from patent defect and
 - (ii) be kept in good repair and in good working order
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the Corporation.
- (d) Every chain, ring, hook, shackle swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined

- (e) Every crane driver or hoisting appliance operator shall be properly qualified.
- (f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold which, or give signals to the operator.
- (g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means.
- (h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load
- (i) In the case of a hoisting machine having a variable safe working load each safe working load the conditions under which it is applicable shall be clearly indicated.
- (j) No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- (k) Motors gearing transmissions, electric wiring and other dangerous part of hoisting appliance shall be provided with efficient safeguards.
- (l) Hoisting appliances shall be provided with such means as will reduce to minimum and the risk of the accidental descent of the load,
- (m) Adequated precaution shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

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

Measure for prevention of fire

When such permit is given, and also in all cases when destroying cut or dug up trees brushwood, grass etc. by fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water. For the labour employed by him and provide sanitary and other arrangements.

Liability of contractor for any damage done in or outside work area.

Clause - 23 : Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Corporation property including any damages caused by the spreading of fire mentioned in Clause 22 shall be estimated by the Engineer-in-charge or such other office as he may appoint and the estimate of the Engineer-in charge subject to the decision of the Joint City Engineer (E.M.) 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 from Corporation to contractor under this contract otherwise.

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

Employment of female labour

Clause - 24 : The employment of female labours on works in neighborhood of soldiers barracks should be avoided as far as possible. The Contractor shall employ the labour with the nearest employment exchange.

Work on Sunday.

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

Work not to sub-let.

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 so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment, or if any such officer or person shall become in any way directly or

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent.

indirectly interested in the contract the Engineer-in-Charge may thereupon by notice in writing rescind the contract, and the security deposit or 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.

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

Sum Payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause - 28 : In the 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.

Changes in the constitution of the 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 point or points and in what manner they are to be commenced, and from time to time carried on.

Direction and control of the city Engineer.

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 on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality or workmanship or materials used on the work, or as to any other question, claim, right matter, or thing whatsoever, if 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 Joint City Engineer (E.M.) as aforesaid appeal against it to the Joint City Engineer (E.M.) concerned with the contract, work or Project provided that -

- (a) The accepted value or the contract exceeds Rs. 10.00 Lakhs (Rs. Ten Lakhs)
- (b) Amount of claim is not less than Rs. 1 Lakhs (Rupees One Lakh)
- (3) If the contractor is not satisfied with the order passes by the Joint City Engineer (E.M.) 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 store - all stores and articles of European or American manufacture which may be required for the work. Or any part there of or in making up any article required therefore or in connection therewith unless he has obtained permission in writing from the engineer in charge to obtain such store and articles elsewhere. The value of such store and articles as may be supplied to the contractor by the engineer in charge will be debited to the contractor in his account at the rates shown in the schedule. In form-A attached to the contract and if they are not entered on the same schedule, they shall be debited to him at 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 tender is made includes lump sums in respect of parts on the work the contractor shall be entitled to payment in respect of the item of work involved or the part off work in question at the same rates as are payable under this contract for each item. Or if the part of work in question is not in the opinion of the Engineer- in -Charge capable of measurement the Engineer- in -Charge may as his discretion pay the lump sum amount entered in the estimation and the certificate in writing of the Engineer- in-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 specification of public works department and in the event of there being no specification, then in such case the work shall be carried out in all respect in accordance with all instruction and requirements of the Engineer- in -Charge.

| | |
|--|--|
| <p>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.</p> | Definition of work |
| <p>Clause - 35 : The percentage referred to in the tender shall be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.</p> | Contractor's percentage whether applied to net or gross amount of bill |
| <p>Clause - 36 : All quarry fees, royalties, Octroi dues and ground rent for stacking materials if any, shall be paid by the contractor.</p> | Payment of quarry fees and royalties. |
| <p>Clause - 37 : The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's Compensation Act 1923 (VIII of 1923) hereinafter called the said Act) for injuries causeed 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, it shall be recoverable by Corporation from the contractor under sub-section (2) of the said section. Such Compensation shall be recovered in the manner laid down in clause I above.</p> | G.R. No. Misc. 02/05 (291) Building, 2 dated 11-9-2003 |
| <p>Clause - 37 (A) : The contractor shall be responsible for and shall any the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Corporation the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of Corporation from any amount due or that may become due to the Contractor.</p> | Compensation under workmen's Compensation Act. |
| <p>Clause - 37 (B) : The contractor shall provide all necessary personal safety equipment and first aid apparatus available for use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulation in connection therewith.</p> | |
| <p>(a) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.</p> | |

- (b) When work is carried on in proximity to any place where there is a risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
- (c) Adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.

Govt. circular No. PWD IID
CAT-6076/3336 (400) Bldg.2 dated
16-8-1985

Clause - 37 (c) : The contractor shall duly comply with the provision of "The apprentices Act, 1961) (III of 1961) the rules made there under and the orders that may be issued from time to time under the Act the said rules and on his failure or neglect to do so, he shall be subject to all the liabilities and penalties provided by the said Act and said Rules.

Clause - 38 :

Claim for quantities entered in the
tender or estimates.

- (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 at the rate of the item specified in the tender is not more than Rs. 50,000/- (Rupees Fifty Thousand)
- (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 and in accordance with the specification in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the 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 the work as put to tender based upon the schedule of rates applicable to the year in which the tenders were invited. For the purpose of operation of this clause, this cost shall be taken as derived from Public Works Departments D.S.R. for Pune District.

- (3) Claims arising out of reduction in the tendered quantity of any item beyond 25% will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs. 50,000/- (Rupees Fifty Thousand). This reduction is exclusively of the reduction mentioned in clause No. 2, 1.4 of work and site condition.
- (4) This clause is not applicable to extra items.
- (5) There is no change in the rate if the excess is less than or equal to 25 percent. Also there is no change in the rate if quantity of work done is more than 25 percent of the tendered rates does not exceed Rs. 50,000/- (Rupees Fifty Thousand). Only
- (6) The quantities 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 Rs. 50,000/- (Rupees Fifty Thousand) at the tendered rates whichever is more.

Clause - 39 : The contractor shall employ any famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-Charge.

Employment of famine labour etc.

Clause - 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 work on account of any delay in according to sanction of estimates.

Claim for compensation for delay starting the work.

Clause - 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, subsoil, water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Claim for compensation for delay in execution of work.

Clause - 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.

Entering upon or commencing any portion of work.

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

Clause - 43 :

- (i) No Contractor shall employ any person who is under age of 14 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 animal 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 the work by such removal.
- (v) The contractor shall pay fair and resonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the ground that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer who shall decide the same. The decision of the Executive Engineer shall be conslusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Corporation at the sanctioned tender rates.
- (vi) Contractor shall provide drinking water facilities to the workers. Similar amentities 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 - 44 : Payment to contractors shall be made by RTGS on any Bank within the Pimpri Chinchwad Municipal Corporation Limits convenient no exceeding Rs. 10/- will be paid in cash.

Acceptance of conditions Compulsory before tendering the work.

Clause - 45 ; Any contractor who does not accent these conditions shall not be allowed to tender for works.

Contractor

No. of. Corrections

Executive Engineer

Clause - 46 : If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of the 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 - 47 : The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchase for the same class and description, the controlled price or the price permissible under 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 this tender along with the reasons for quoting such higher prices. The contractor at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price or the price 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 quoted by the contractor must be inclusive of all taxes i.e. GST etc. 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 or 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.

Clause 50 : The contractor shall employ a 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 out side district.

Clause - 51 : Wages to be paid to the skilled and unskilled labour 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 laboureres skilled and unskilled according to wages prescribed by Minimum Wages Act 1948 applicable to the area in which the work lies.

Government Circular No. CAT
1274 / 40364 / Desk - 2
Mantralaya Mumbai, - 400032
Dated 07-12-1976

Clause - 52 : All amount what recover 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.

Government Circular No. CAT
1284(120) Building 2 Mantralaya
Mumbai, 400032.
Dated : 14-08-1985

Clause - 53 : The contractor shall duly 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 Corporation 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 amount/s payable to him by the Corporation.

Clause - 54 : The contractor shall engage apprentices such as bricks layer, carpenters, wireman, plumber as well as black smith as recommended by the State Apprenticeship Adviser Director of Technical Education, Dhobi Talav, Mumbai on the construction work, (as part Government of Maharashtra Education, Department No. TSA/5170/T/5689. Dated 7-7-1972.

Clause - 55 : CONDITION FOR MALARIA ERADICATION

- (A) The ant malaria and other health measure shall be as directed by the Joint Director (Malaria and Filarial) of Health Services Pune.
- (B) Contractor shall see that mosquitozenic conditions are not created so as to keep vector population to minimum, level.
- (C) Contractors shall carry out anti malaria measures in the area as per guidelines prescribed under National Malaria Eradication Program me 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 AUTHORITEIS

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 a way 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 livable on him without any extra cost to Government.

Clause - 56 : The tendered rates shall be inclusive of all taxes, rates and cesses and shall also be inclusive of the tax livable in respect of works contract under the provision of the Maharashtra Sales Tax on transfer of property in goods involved in the execution of 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 the 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 the Joint City Engineer (E.M.). But if the contractor be dis-satisfied with the decision of the Joint City Engineer (E.M.) or as to with holding by the Joint City Engineer (E.M.) of any certificate of the Joint City Engineer (E.M.) or as to with holding by the Joint City Engineer (E.M.) of any certificate to which the contractor may within 60 day after receiving notice of such decision give a written notice to the other party requiring that / may claim to entitled them and in any such case the contractor such matters in dispute 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 or Committee consisting of the commissioner. Pimpri Chinchwad Municipal Corporation The Architect, the Chief Engineer, Public Works Region, Pune 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 no 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 Joint City Engineer(E.M.), 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 Joint City Engineer (E.M.) and no award of the Committee shall relieve the contractor of his obligations to adhere strictly to the Joint City Engineer (E.M.) instruction 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 : Condition of Realiting to Insurance of Contract work.

The Contractors shall take out necessary Insurance Policy / Policies (viz Contractors All Risk Insurance Policy, Erection all Risks Insurance Policy etc. as decided by the directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the Director of Insurcance, Maharashtra State Mumbai only Its postal address for correspondence is 264, MHADA, First Floor Opp. Kalanagar, Bandra (E), Mumbai - 400051 (Tel No 022-26590403/26590690 and Fax No. 022-26592464 / 26590403) Similarly all workmen's compensation insurance Policy. Insurance policy / Policies taken out form any other company will not be accepted. If any Contractor has effected Insurance with any Insurance Company, the same will not be accepted and the amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance reserves the right to distribute the risk of insurance among the other insurers.

SCHEDULE A

Schedules 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 Tonners | Per Metric Tonner | | | PCMC Godown at Nehru Nagar |
| In words | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| (In non-returnable bag) | | | | | |

NOTE : The person or firms 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

Contractor

No. of. Corrections

Executive Engineer

SCHEDULE B

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

| Item No | Quantities estimated but may be or less | Item of work | Estimated Rate | | | Unit | Total amount according to estimated Quantities |
|---------|---|--------------------------------|----------------|-----|----------|------|--|
| | | | In figures | | In Words | | |
| | | | Rs. | Ps. | | | |
| | | AS PER ATTACHED SCHEDULE | | | | | |

NOTE 1: All work shall be carried out as per Public Works Department Hand Book and other specification 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 hold good for work under all conditions, site moisture weather etc.

Contractor

No. of. Corrections

Executive Engineer

CONDITIONS FOR MATERIALS ISSUED UNDER SCHEDULE -"A" 0

The issue of materials by the Corporation under Schedule 'A' of this contract will be subject to interalia the following conditions :

- 1) All the materials shall be made available for delivery on working days only during working hours, to be arranged mutually by the Contractor between himself and the Storekeeper or the Deputy Engineer who so ever shall issue the same. The material shall be made available at the place of delivery mentioned in Schedule 'A' of the Tender.
- 2) The contractor shall submit periodically as well as on completion of work, an account of all materials issued to him in a manner as directed by Engineer-in-charge. The contractor shall also furnish an account of previous materials issued, before placing demand for further materials. In addition, a separate register shall be maintained on site for recording daily item wise cement consumption of cement issued to them and also item wise consumption of other materials issued under Schedule 'A' as directed. This shall be signed daily by contractor or his representative and representative of Engineer-in-charge.
- 3) The quantities in Schedule 'A' are approximate and may vary according to actual and bonafide use as certified by the Engineer-in-charge.
- 4) All the material mentioned in Schedule 'A' required for the work shall be taken from the Corporation only. The materials from the source in lieu of the material in Schedule 'A' shall not be allowed except under written permission from the Executive Engineer. In such case, certificate for its quality shall be produced by the contractor and samples of such materials shall be tested from any Laboratory as approved by Engineer-in-charge in Pune by the contractor at his own cost and the test results to be supplied to the Engineer-in-charge. The materials not conforming to the required standard shall be removed at once from the site of the work by the contractor at his own cost.
- 5) The rates mentioned in Schedule 'A' are inclusive of Sales Tax and storage charges.
- 6) After issue of any material for use on bonafide Corporation work to contractor if the Engineer-in charge ascertains on any particular date that the portion of such supplies comes to surplus to the requirement of the work, the date of ascertainment will be taken as the date for sale for the purpose of payment of sales tax on such portion and recovered from the contractor as per rules.
- 7) The contractor shall construct shed/ sheds as per direction of the Engineer-in charge of the work for storing the materials issued to him by this Corporation and provide double locking arrangements, but of which one lock shall be with incharge of Departmental person, and material shall be taken for use in presence of the Departmental person only.
- 8) The contractor shall make his own arrangement for the safe custody of the materials which are supplied to him by the Corporation.

- 9) The Contractor shall not use cement and other materials under Schedule 'A' in items other than as per this tender except for such ancillary small items as are connected with an absolutely necessary for execution of this work as may be decided by the Engineer.
- 10) All steel issued under Schedule 'A' which remains surplus with the contractor after use in the work, shall be returned to the Corporation. Generally, only full length bars in lengths supplied by the Corporation shall be taken back by the Corporation. However, the Engineer-in-charge may at his discretion take back bars of particular diameter in any other lengths approved by him, if same are required for use in Corporation work. The rates for payment of the surplus acceptable materials required by the contractor at the godown of issue, shall be at the prevailing market rates or the rates charged to the contractor, excluding the element of storage or the issued rates excluding the element of storage charges at the time of return, whichever is lower. The quantity of such surplus steel as is not acceptable to the Corporation may be disposed of by the contractor in any manner he likes and the cost thereof shall entirely be borne by the contractor. However, in cases in which the materials issued to a contractor become surplus owing to change in the design of the work after the materials were issued to the contractor, the materials should be taken back from the contractor at the same rates at which they were supplied by him by Corporation, provided. The materials, at the time taking over, were not actually needed and are serviceable
- 11) At the time of issue of every consignment of steel to the contractor, random sample for each category of steel shall be weighed to determine the actual weight per unit length of each category of bars in the particular consignment. After completion of supply of steel under Schedule 'A', weighted average for each category of bars will be determined for the purpose of converting the length of bars used in the work into the weight and any difference etc. Will be adjusted in the final bill only. The payment of Running Account bill will however be made on the basis of the standard weight basis.
- 12) The contractor shall make his own arrangements for securing structural steel such as square bars, rolled steels joists, angles, iron plates, etc. The Corporation is neither responsible for securing permit nor to supply required structural steel. However, necessary certificate to the effect that the material is required for the said bonofide Corporation work, will be issued if required.
- 13) The charges for conveyance of materials from the place of delivery to the site of work and the actual spot on work site shall be entirely borne by the contractor. No claims on this account shall be entertained.
- 14) If surplus materials after completion of the work are not returned by the contractor, recovery of such materials at the penal rate of twice the issue rate of these materials shall be made from the Contractor. Sales Tax and General Tax on the cost of surplus materials which are not returned, shall, also be recovered from the contractor as decided by the Executive Engineer. However, it is clear that if any surplus material returned is in unserviceable or damaged conditions, the same will not be accepted. In such case the cost will be recovered from the contractors as stated above in this clause.

-
- 15) In event of dispute in deciding wastage of material under Schedule 'A', the decision of Engineer-in-Charge is final.
 - 16) The person/firm submitting the tenders should see that the rates in the above Schedule 'A' are filled up by the Executive Engineer-in-charge to the work on the issue of the form prior to the submission of the Tender.
 - 17) The Corporation shall not be responsible for the loss in cement during transit from Corporation's stores of work site. Cement delivered to the contractor at the Corporation's store shall mean 50 kgs./equivalent to 1.23 cft by weight. The rate quoted should correspond to this method of reckoning. The correction will have to be done by weight basis. While mixing if cement found short in a bag, it will have to be made good by the contractor for which additional cement would be supplied by the Corporation at issue rate in Schedule 'A' item or percentage rate quoted for should reckon this.
 - 18) For the purpose of issue rate, the area of A.C. sheets and ridges shall be the actual gross size before laying in the roof and each dimension shall be measured at straight line in plain (neglecting extra length, due to corrugations etc.)
 - 19) The contractor shall furnish unstamped receipts for all materials issued under Schedule 'A',

ADDITIONAL GENERAL CONDITIONS AND SPECIFICATION

(MAJOR WORKS)

NOTE : These are to apply as additional specification and conditions unless otherwise already provided for contradictorily elsewhere elsewhere in this contract.

1. WORK AND SITE CONDITIONS

1.1 GENERAL DESCRIPTION OF WORK

(Describe type and details of work in brief)

1.2 LOCATION AND SITE CONDITIONS

(State location, approach, communications, quarries, land, water, labour etc. facilities, restriction, etc.)

NOTE :- This may form a separate exhaustive chapter in case of major contract or say over Rs. one Crore.

ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

NOTE : These are to apply as additional specification and conditions, unless otherwise already provided for contradictorily else where in this contract.

21. CONTRACTOR TO INFORM HIMSELF FULLY :

The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his investigation to arrive at 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 he shall have any doubt as to the meaning of any portions of these general conditions or the special conditions, or the scope of work or 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 Executive Engineer, Pimpri Chinchwad Municipal Corporation, Pimpri-411 018 in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic prequalification.

2.2 ERRORS, OMISSION AND DESCREPANCIES :

- a) In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawing or between drawings and specifications etc. The following order of preference shall apply.
 - i) Between actual scaled and written dimensions or descriptions on a drawing the latter shall be adopted.
 - ii) Between the written or shown descriptions of dimensions in the drawing and corresponding one in the specifications, the latter shall apply.
 - iii) Between the quantities shown in schedule of quantities and those arrived at from the drawings, the latter shall be preferred.
 - iv) Between the written description of the item in the schedule of quantities and the detailed description in the specifications of the same items, the latter shall be adopted.
- b) In case of difference between the rates written in figures and words, the rate adopted by the contractor for working out the total amount of the item will be taken as correct. In other cases correct rate would be that, which is lower.

- c) In all cases of omissions and/ or doubts or discrepancies in the dimensions or description of any item or specification a reference shall be made to the Executive Engineer, Pimpri Chinchwad Municipal Corporation whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

2.3 CHANCE OF CEMENT CONTENT ETC.

The tendered rates for any item, involving the use of cement, shall apply to the quantity of cement specified for the mix for that item in the specifications, if for any reasons, except those required for compensation the deficiencies in the components, the cement content and properties are altered by the Engineer (Engineer-in-charge) at any time of from time to time the tendered rates for that particular item and quantity or quantities, shall be duly enhanced or reduced only to account for the addition or reduction in cost of the cement content from that laid down in the specifications at the rates specified in the Schedule 'A' of the contract plus 10/to cover all other incidental charges whatever. Likewise, If any additives, compounds, water proofing materials etc. are ordered by the Engineer to be added to the mortar or concrete, no extra rate shall be payable for this change which shall be carried out as per directions of the Engineer-in-charge, provided cost of such additives etc. is borne by Corporation or these are supplied free of cost to contractor at site by the corporation.

2.4 WORKING METHODS AND PROGRESS SCHEDULES :

- a) Contractor shall submit within times stipulated by the Engineer, in writing the details of actual methods that would be adopted by Contractor for the execution of any item as required by Engineer, at each of the locations, supported by necessary detailed drawing and sketches including those of the Plant and Machinery that would be used, their locations, arrangement for conveying and handling materials etc. and 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 complete changes in the method proposed by the Contractor, whether accepted previously or not, at any stage of the work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by Corporation so long as specifications of the item remain unaltered.

PROGRESS SCHEDULE :

- b) The Contractor shall furnish within the period stipulated in writing by the Engineer-in-charge, of the order to start the work, a progress schedule in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plant and machinery, The schedule is to be such as is practicable or achievement towards the completion of the whole work in the time limit, the particular items, if any on the due dates specified in the contract and shall have the approval of the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer is further is further is empowered to ask for more detailed schedule or schedules say; week by week for any items or items, in case or urgency of work as will be directed by him and the contractor shall supply the same as and when asked for.

- c) The contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress of schedule. The working and shift hours restricted one shift a day for operations to be done under the Corporation supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without the prior approval of the Engineer. Night work which requires supervision shall not be permitted except when specifically allowed by Engineer each time, if requested by the Contractor. The contractor shall provide necessary lighting arrangements etc. for night work as directed by Engineers without extra cost.
- d) Further, the contractor shall submit the progress report or work in prescribed forms and charts etc. at periodical intervals, as may be specified by the Engineer-in-charge. Schedule shall be in forms of progress charts, forms, progress statement and/or reports as may be approved by the Engineer.
- e) The Contractor shall maintain Performa, charts; details regarding machinery equipment, labour, materials, personnel etc. as may be specified by the Engineer and submit periodical returns thereof as may be specified by the Engineer-in-charge.

2.5 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 articles of value or interest, in the contractor shall give immediate thereof to the Engineer and forthwith hand over to the Engineer such treasure or thing which shall be the property of Corporation.

2.6 AGENT AND WORK ORDER BOOK :

The contractor shall himself manage the work or engage and authorized all time agent on the work capable of managing and guiding the work under standing the specifications and contract condition. A qualified and experienced, Engineer shall be provided by the contractor as his agent for technical matters in case the Engineer-in-Charge considers this as essential for the work and so directs contracts. He will take orders as will be given by the Executive Engineer or his representatives and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the Executive Engineer and his representative on the work site. The contractor shall supply to the Engineer the details of all supervisory and other staff employed by the contractor and notify changes when made, and satisfy the unquestionable right to ask for change in the quality and numbers or contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such order and effect replacement to the satisfaction of the Engineer. A work order book shall be maintained on site and it shall be the property of Corporation and the Contractor shall promptly sign orders given therein by Executive Engineer or his representative and his superior officers, and comply with them. The compliance shall be reported by the contractor to the Engineer in good time so that it can be checked. The blank work order book with machined numbered pages will be provided by the Corporation free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

2.7 INITIAL MEASUREMENTS FOR RECORD :

Where, for proper measurement of the work, it is necessary to have an initial set of levels or other measurements taken, the same as recorded in the authorized representative 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 levels etc. recorded before starting the work, will render him liable to accept the decision of the Engineer as to the basis of taking measurements. Like- wise the contractor will not cover any work which will render its subsequent measurements difficult or impossible without first getting the same jointly measured by himself and the authorized representative of the Executive Engineer. The record of such measurements on the Corporation side will be signed by the Contractor and he will be entitled to have a true copy of the same made at his cost.

2.8 HANDING OVER OF WORK :

All the work and materials before finally taken over by Corporation will be the entire liability of the Contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments made for such work will not alter this position. The handing over by the contractor and taking over the Executive Engineer or his authorized representative will be always in writing, copies of which will go to the Executive Engineer or his authorized representative will be always in writing. copies of which will go the Executive Engineer or his authorized representative and the Contractor. Its is, however understood that before taking over such work, Corporation will not put it into regular use as distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract, or as mutually agreed to.

2.9 ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC :

The Engineer, on a written request by the 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 Corporation, will not, however be responsible for the non-availability of such facilities or delay in this behalf and no claims on account of such failures or delays shall be allowed by the Corporation.

The Contractor shall have to make his own arrangement for machinery required for the work. However, such machinery conveniently available with the Corporation may be spared as the rules in force on recovery of necessary Security Deposit and rent with agreement in the prescribed form. Such an Agreement shall be independent of this contract and the supply of machinery shall not form a ground for any claim or extension of time limit for this work.

2.10 SAMPLES AND TESTING OF MATERIALS :

- i) All material to be used on work shall be got approved in advance from the Engineer-in Charge and shall pass the test and or analysis required by him, which will be a) as specified in the specification for the items concerned and or as specification for the items concerned and or as specified the Indian Road Congress Standard Specification b) Code of Practice for Road and Bridges or c) I.S.I Specifications (whichever and wherever applicable) or d) such recognized specifications accepted to Engineer-in-charges as equivalent thereto or in absence of such recognized specifications e) such requirement test and or analysis as may be specified by the Engineer-in-charge in order or precedence given above.
- ii) The contractor shall at his risk and cost make all arrangement and/ or shall provide for all such facilities as the Engineer-in-charge may require for collecting preparing required number of samples for testes or for analysis at such item and to such place or places may be directed by the Engineer and bear all charges and cost of testing. Such samples shall also be deposited with the Engineer- in-charge.
- iii) The Contractor shall if and when required submit at his cost the samples or materials to be tested or analysis and if, so directed, shall not make use of or incorporate in the work any materials represented by the samples until the required tests of analysis have been made and the materials, finally accepted by the Engineer-in-charge.
- iv) The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of the materials.
- v) The contractor or his authorized representative will be allowed to remain present in the departmental laboratory while testing samples furnished by him. However, the results of all the tests carried out in the departmental laboratory the presence or absence of the contractor or his authorized representative will be binding on the contractor
- vi) Cost or routine day to day quality control testing charges for tests required as per specifications will be borne by contractor by sending the same to the concerned laboratories or by establishing laboratory at site.

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

2.11 CO-ORDINATION :

When several agencies for different sub-work or the Project are to work simultaneously on the timely completion of the whole Project smoothly, the Scheduled dated for completion specified in each contract shall therefore be strictly adhered to Each contractor may make his independent arrangement for water, power, housing etc. if they so desire. On the other hand the contractors are at liberty to mutual agreement in this behalf and make joint arrangements with the approval of the Engineer. No single contractor shall take or cause to be taken any steps or action that may cause distribution discontent, or disturbance of work labour or arrangement etc. of other contractor 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 conditions and shall be dealt with as such.

In case of any dispute, disagreement between the contractors , the Engineer's decision regarding the co-operation and facilities to be provided by any of the contractors shall be final and binding on the contractors concerned and such a decision or decision shall not vitiate any contract nor absolve the contractor (s) of his/their obligations under the contract nor consider for the grant for any claim or compensation.

2.12 PAYMENT :

The contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour, scaffolding, plant, machinery, supervision, power, royalties, octroi, taxes etc. and should also include all expenses to cover the cost of night work if and when required and no claim for additional payment beyond the prices or rates quoted will be entertained.

The mode of measurements has been indicated in the specification, if there is any ambiguity or doubt in this respect the decision of Joint City Engineer (E.M.) will be final.

2.13 PATENTED DEVICE :

Whenever the contractor desires to use any designed devices, materials or process covered by the letter of patent of copy right, the right for such use shall be secured by suitable legal arrangement and agreement with patent owner and the copy of their agreement shall be filed with the Engineer-in-charge if so desired by the letter.

2.14 TEMPORARY QUARTERS :

- 1) The contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangement, provide housing for them with all necessary arrangements, including fire preventive measures etc. as directed by the Engineer-in-charge.

- 2) The contractor shall provide, furnish, maintain and remove on completion of the work, a suitable office on the work site for the use of Executive Engineer's representative. The covered area exclusive of verandah should not be less than 400 sq. ft. It may have bamboo masonry walls and asbestos or corrugated iron roof, paved floor should be 18" above ground level. He should provide a basket type latrine, urinals and keep them clean daily. This will be supposed to be included in his rate.

3.0 SAFETY MEASURES AND AMENITIES:

3.1 SAFETY MEASURES:

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

- 1) Providing protective foot-wear to workers, in situation like mixing and placing of mortar or concrete in quarries and places where the work is done under too much of wet conditions as also for movements over surfaces infected with oyster growth etc.
- 2) Providing protective head wear to workers, working in quarries etc. to protect them against accidental fall of materials from above.
- 3) Taking such normal precautions like providing hand rails at the edges of the floating platform or barges, not allowing nails or metal parts or useless timber to spread around etc.
- 4) Supporting workmen with proper belts, ropes etc. when working on any masts, cranes, grabs, hoist, dredgers etc.
- 5) Taking necessary steps towards training the workers concerned in 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 in its are working.
- 6) Providing adequate number of boats (of at all required for plying water) to prevent overload and over-crowding.
- 7) Providing life belts to all men working in such situation from where they may accidentally fell into the water equipping the boats with adequate number of life belts etc.
- 8) Avoiding bare live-wires etc. as would electrocute workers.
- 9) Making all platforms, stagings and temporary structures sufficiently strong so as not to cause inconvenience and risk to the workmen and supervisory staff.
- 10) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first aid and treatment in case of accidents due to suffocation, drowning and other injuries.

- 11) Take all necessary precautions with regard to use of divers.
- 12) Providing full length gum boots, leather hand gloves with fire proof apron to cover the chest and back reaching up to knees and protective goggles for the eyes to the labourers working with hot asphalt handling vibrator in cement concrete and also where use of any or all these items is beneficial in the interest of health and well being of the labourers in the opinion of the Engineer.
- 13) Where the workers are required to work near machine and are liable to accident they should not be allowed to wear loose cloths like dhoti zabba etc.

3.2 EXPLOSIVES :

The contractor shall at his own expense construct and maintain proper magazine, if such are required for the storage of explosive for use in connection with the works, and such magazine, being situated, constructed and maintained in accordance with the Government Rules applicable in that behalf. The contractor shall at his own expenses obtain such license or licenses as may be necessary for storing and using explosives. Notwithstanding that the location etc. or storage of explosives are approved by the Engineer, the Corporation shall not be incurring any responsibility whatever in connection with storage and use of explosives on the site or any responsibility whatever in connection with storage and use of all explosives on the site or any accident or occurrence what-so-ever in connection therewith, all operations in or for which explosives are employed being at the risk of the contractor and upon his sole responsibility and the Contractor hereby gives to Corporation and absolute indemnity in respect thereof.

3.3 DAMAGE BY FLOODS OR ACCIDENTS :

The Contractor shall take all precautions against damage by floods or like or from accident etc. No compensation will be allowed to the contractor on this account or for correcting and repairing any such damage to the work during construction. The contractor shall be liable to make good at his cost any plant or materials belonging to the Corporation, lost or damaged by floods or from any other cause which is in his charge.

3.4 RELATION WITH PUBLIC AUTHORITIES

The contractor shall comply with all rules, regulations, bye-laws and direction given from time to time also by any local public authority in connection with this work and shall himself pay fees or charges which are leviable on him without any extra cost to the Department.

3.5 POLICE PROTECTION :

For the Special Protection of camp and the contractor's works the Department will help the contractor as far as possible to arrange for such protection with the concerned authorities if so required by contractor in writing. The full cost of such protection shall be borne by the Contractor.

3.6 INDEMNITY :

The contractor shall indemnify the Corporation against all actions, claims and demands brought or made against him in respect or anything done or committed to be done by the Contractor on execution of or in connection with the work of this contract and against any loss or damage to the Corporation in consequence of any action or suit being brought against the Contractor for anything done or committed to be done in the execution of the works of this contract.

3.7 MEDICAL AND SANITARY ARRANGMENTS TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR :

- a) The Contractor shall provide an adequate supply of potable water for use of labourers on work and in Camps.
- b) The Contractor shall construct trench or semi permanent latrines for the use of the Labourers.
- c) The Contractor shall build sufficient number of huts on a suitable plot of land for use of the Labourers according to the following specifications.
 - 1) Huts of Bamboos and Grass may be contracted.
 - 2) 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, jungle, grass or woods should be particularly avoid. Camps should not be established close to large cuttings of earth work.
 - 3) The lines of huts shall have open spaces of at least ten meters between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
 - 4) There should be no over crowding. Floor space at the rate of 30sq.ft. per head shall be provided. Care should be taken to see the huts are kept clean and in good order.
 - 5) The Contractor must find his own land and if he wants Corporation land, he should apply for it and pay assessment for it, if made available by Corporation.
 - 6) The contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.
 - 7) The Contractor shall make sufficient arrangements for draining away the surface and sullage water as well as water from the bathing and washing places and shall dispose off this waste water in such as not to cause any nuisance.

- d) The contractor shall engage a Medical officer with a traveling dispensary for a Camp containing 500 or more persons if there is no Government or other private dispensary situated within 8 kilometers from the Camp. In case of emergency the contractor shall arrange at his cost for transport for quick medical help to his sick worker.
- e) The contractor shall provide the necessary staff for effecting a satisfactory drainage system and cleanliness of the camp to the satisfaction of the Engineer. At least one sweeper per 200 persons should be engaged.
- f) The Assistant Director of Public Health shall be consulted before opening a labour camp and his instruction on matters such as water supply, sanitary conveniences, the camp site accommodation and food supply shall be followed by the Contractor.
- g) The Contractor shall make arrangements for all anti-malaria measures to be provided for the labour employed on the work. The anti-malaria measures to be provided as directed by the Assistant Director of Public Health.

4. QUARRIES :

- 4.1 The quarrying operations if required and permitted by the Engineer-in-charge shall be carried out by the Contractor with proper equipment such as Compressor, Jack-hammers, Drill Bits, Explosives etc. And sufficient number of workmen shall be employed so as to get the required out-turn.
- 4.2 The contractor shall carry out the works in the quarries in conformity with all the rules and regulation already laid down or may be laid down from time to time by Corporation due to non-compliance of any rules or regulation or due to damages by the contractor shall be the responsibility of the contractor. The Engineer-in-charges or his representative shall be given full facilities by the contractor for inspection at all times of the working of the quarry. records maintained, the stocks of the explosives and detonators etc. So as to enables him to check that the working records and storage are all in accordance with the relevant rule. The Engineer-in-charge or his representative shall at any time be allowed to inspect the works, buildings and equipment at the quarters.
- 4.3 The contractor shall maintain at his own cost, the books, registers etc. Required to be maintained under the relevant rules. and regulations and as directed by the Engineer-in-charge. These books shall be open for inspection at all times by the Engineer-in-charge or his representative and the contractor shall furnish the copies or extracts of books or register as and when required.
- 4.4 All quarrying operation shall be carried out by the contractor in organised and expeditious manner, systematically and with proper planning. The contractor shall engage licensed blaster and adopt electric blasting and/or any other approved method with would ensure complete safety to all the men engaged in the quarry and its surroundings. The contractor shall himself provide suitable magazines and arrange to procure and store explosives etc.

shall himself provide suitable magazines and arrange to procure and store explosives etc. As required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance from the Chief Inspector of Explosives and the rules and regulations in this connection as laid down by the Chief Inspector of Explosives from time to time shall be strictly adhered to by the Contractor. It is generally experienced that it takes time to obtain the necessary license for blasting and license for storage of material from the concerned authorities. The contractor must therefore take timely advance action for procuring all such licenses so that the work progress may not be hampered.

- 4.5 The approach to the quarrying place from the existing public road shall have to be arranged by the contractor at his own cost, and the approaches shall be maintained by the contractor at his own cost till the work is over.
- 4.6 The quarrying operation shall be carried out by the contractor to the entire satisfaction of the Engineer-in-charge and the development of the quarry shall be made efficiently so as to avoid wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone which is in the opinion of the Engineer-in-Charge, not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown at the contractor's cost.
- 4.7 Since all stone quarried from Government quarry (if made available) by the contractor including the excavated over burden are the property of the Government, no stones or earth shall be supplied by the contractor to any other agencies or works, and are not allowed to be taken away from any other works. All such surplus quarried materials not required for work under this contract shall be the property of the Government and shall be handed over by the contractor to government free of cost at quarry site duly heaped at the spots indicated by the Engineer-in charge. The contractor will be entitled to the refund of royalty if any, paid by him for such quantity handed over to Governments for which necessary certificate will be issued by Executive Engineer as per usual procedure. If however, the Government does not require such surplus material, the contractor may be allowed to dispose off or use such material else where with prior written permission of Engineer-in-charge. Leaving off a quarry face or opening of a new quarry face shall be done only on the approval of the Engineer-In-charge.
- 4.8 Quarrying permission will have to be directly obtained by the contractor, from the Collector of the District concerned for which purpose the Corporation will render necessary assistance. All quarry fees, royalty charges, octroi duties, ground rent for stacking material etc. If any to be paid, shall be paid directly by the Contractor as per rules in force. The contractor will however be entitled to a refund of part of such charges as are admissible under rules as mentioned else where in this contract, after obtaining a certificate from the Engineer-in-charge that the materials were required for use on Government works.

4.9 The contractor will be permitted to erect at his own risk and cost at the quarry site if suitable vacant space in government area is available for the purpose, his own structures for stores, offices, etc. at placed approved by the Engineer-in-charge. On completion of the work. The contractor shall remove all the structures erected by him and restore the site to its original condition.

4.10 The contractor shall not use any land in the quarry either for cultivation or for any other purpose except that required for breaking or transporting stones.

5.0 DEFINITIONS :

Unless excluded by or repugnant to the context.

- a) The expression 'P.C.M.C.' or Corprn. or "Corporation" as used in the tender papers shall mean the Pimpri Chinchwad Municipal Corporation, Pimpri - 18.
- b) The expression "Commissioner" as used any where in the tender papers shall mean Commissioner of the Corporation who is designated as such.
- c) The expression "Joint City Engineer (E.M.)" or Engineer as used in the tender papers shall mean the City Engineer's rank under whose control of the work lies for the time being.
- d) The expression Engineer-in-charge as used in the tender papers shall mean the Executive Engineer-in-charge of the work for the time being.
- e) The expression "Contractor" as used in the tender papers shall mean the successful tendered whose tender has been accepted and who has been authorized to proceed with the work.
- f) The expression "Contract" as used in the tender papers shall mean the deep of contract together with its original accompaniments and those later incorporated in the by mutual consent.
- g) The expression "Plant" as used in the tender papers shall mean every machinery, necessary or considered necessary by the Engineer to execute. construct, complete and maintain the works and used in, altered, modified, substituted and additional work ordered in the time and the manner herein provided and all temporary material and special and other articles of appliances of every sort, kind and description whatsoever intended or used thereof.
- h) "Drawings" shall mean the drawings referred to in the specifications and any modification of such drawings approved in writing by Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- i) "Engineer's representative" shall mean an assistant of the Engineer notified in writing to the contractor by the Engineer.

- j) "Provisional sum" or "Provisional lump sum" shall mean a lump sum included by Pimpri Chinchwad Municipal Corporation in tender documents and shall represent the estimated value of work for which details are not availables at the time of issue of tender
- k) "Provisional items" shall mena items for which approximate quantities have been included in the tender documents.
- l) 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 places which may be allotted by Corporation or used or the purpose of contract.
- m) The " work" shall mean the works to be executed in accordance with the contract or part (s) thereof as the case may be and shall include all extra, additional, altered or substituted work as required for performance of the contract.
- n) The term "Department" shall mean the Engineering Department of Pimpri Chinchwad Municipal Corporation.
- o) Words imparting singular meaning shall also mean the plural and vice versa.
- p) Headings and marginal notes to the conditions shall not be deemed to from part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- q) Words imparting the masculine gender shall also include the feminine gender.

6.0 TRAFFIC REGULATION :

- 6.1 Unless separately provided for in the contract, the contractor shall have to make all necessary arrangement for regulating traffic, day to night during the period of construction to the entire satisfaction of the engineer. This includes the construction and maintenance of diversions if necessary. The contractor shall have to provide necessary caution boards, barricades, flags, lights and watchmen etc. so as to comply with the latest Motor Vehicles rules and regulations and for traffic safety and he shall be responsible for all claims from accidents which may arise due to his negligence whether in regulating the traffic or in stacking material on the roads, or due to any other reasons.
- 6.2 It is to be clearly understood that whatever work carried out by the contractor for construction of diversion road including earthwork, W.B.M. bituminous surface dressing, R.C.C. pipe drains etc. will be paid for only once. If due to flow of traffic due to floods or due to any other cause, this diversion road and/ or the R.C.C. drain gets damaged it shall be repaired and maintained by the contractor in good condition till completed of the whole work at his own expenses.
- 6.3 The contractors have to make own arrangement for temporary acquisition of land if required for diversion.

7.0 LEVELLING INSTRUMENTS:

If measurements of items of the work are based on volumetric measurements calculated from levels taken before and after construction of the item, a large number of leveling staves, tapes etc. will have to be kept available by the contractor at the site of work for this purpose. Lack of such leveling staves, tapes etc. in required numbers may cause delay in measurements and the work. The contractor will have therefore to keep sufficient number of these readily available at site.

8.0 CEMENT CONCRETE : (Delete if not applicable)

a) The Contractors shall carry out all preliminary tests to work out grading and proportioning of aggregates in order to obtain and maintain uniform quality of work. The contractor shall supply all materials; labour and testing cost of preparing and testing samples as required by the Engineer. Unless otherwise specified in the detailed item wise specifications 3 cubes 6" 6" 6" (15 cm 15 cm 15 cm) for testing compression strength, at his cost. The cubes shall be got tested at approved laboratory and the test results shall not fall below those prescribed in P.W.D. hand Book (Table CV P. 412) or as laid down in the specifications. The cost of such cubes and tests shall be entirely borne by Contractor.

b) All concrete shall be controlled and machine mixed, unless otherwise directed by Engineer-in-charge for controlled or high grade concrete, the grading of aggregated shall be got approved from the Engineer.

The correct proportions and the total amount of water for the mix will be determined by means of preliminary tests and shall be got approved by the Engineer. However such approval does not relieve the Contractor from his responsibility, regarding the minimum works strength requirements. Work tests shall be taken in accordance with relevant codes and specification. The minimum cement content in concrete shall be in accordance with I.S.456 - 1978.

All proportioning of aggregates shall be done by weight if so ordered by the Engineer.

c) All mixing shall be done by mechanical means in approved mixers. The engineer may at his discretion, allow in writing hand mixing of concrete for minor items where small quantities are involved but in that case the contractor shall increase the cement content of the mixture by 10 without any extra cost.

d) The form work used shall be made preferably of steel or with lining of steel. Wooden shutters may be allowed at the discretion of the Engineer e. g. lintels, wall slabs and beams coping etc.

e) The Concrete shall be mechanically vibrated for proper compaction by the method approved by the Engineer.

f) The concrete shall be cured only by a sweet potable water for full 21 days after the time of the period specified in the detailed specifications or as may be directed by Engineer-in charge.

9.1 REINFORCED CONCRETE WORK :

- a) The work included in this contract shall be carried out in addition to this specification detailed herein, in accordance with specifications and regulations a laid down in the following standard specifications.

Standard Specifications published by Government of Maharashtra 1985 Edition.

I.S. 269 : 1958 Specification for ordinary rapid hardening and low heat Portland cement (Revised).

I.S. 363 : 1963 Specification for coarse and fine aggregate from natural courses for concrete.

I.S. 456 : 1978 Code of Practice for plain and Reinforced Concrete.

If the standard specifications quoted above fall short for the items quoted in the schedules of this contract, reference shall be made to the latest British Standard Specifications. If any of the items of contract do not fall in reference quoted above, the decision and Specifications of the Engineer shall be final.

9.2 LOAD TEST OF BUILDING SUPERSTRUCTURE :

In the event of the reasonable doubts as to the quality of workmanship or of materials used in construction, the contractor shall carry out a load test on the superstructure for testing one complete unit followed and results obtained. The load test shall be carried out as per specifications.

The test shall be carried out for the dead load and 12 percent live load including impact by observation of deflections a salient point and comparing them with those computed ones. The two should closely agree with residual deflection after removed of live load after 24 hours and the difference between the two shall not be more than 20 of the maximum ones.

In case there is any deficiency, the same shall be made good by the contractor by necessary strengthening of the un-tested (Please see the para 7 of the chapter 6 items 24) and necessary improvements shall be made in the in its to be constructed next as warranted by their results of the test.

The next unit will again be tested and process reported until absolutely satisfactory results are obtained and the rest of the work will be carried out according to the procedure giving such results.

This testing will entirely be at the risk and cost of the contractor, its cost being considered to be covered by the rates for the concerned items of the work under this contract and shall form a part of routine testing as for as materials and concrete elsewhere.

9.3 ADDITIONAL GENERAL SPECIFICATION FOR 1:2:4 ORDINARY AND HIGH GRADE CONCRETE :

1. If the concrete strength falls below that specified for the items and if the use can be permitted under clauses 303.3.7 of the I.R.C Bridge Code Section -III given below, the unit (bridge component) may be accepted at the discretion of the City Engineer concerned as a substandard work at a suitable reduced rate. Reduced rate will be determined by the Executive Engineer concerned according to circumstances of the case and the concerned City Engineer's approval to the reduced rate as mentioned above, he has to replace the "Standard Specification and Code of Practice" for Road Bridges Section-III Cement concrete 303.3.7 standard of acceptance.
- 1) Full payment should be made when 75 of the test cube results are equal and above specified strength. Cases falling outside the above limits should be examined and decided by the Engineer-in-charge on merits of each case.
- 2) The test specimen should be taken by representative of the contractor in presence of a responsible officer of the rank of not lower than an Assistant Engineer / Deputy Engineer.
- 3) The test specimen should formed carefully and no claims shall be entertained later on the ground that the casting of the test specimen were faulty and that the results of the test specimen did not give correct indication of the actual quality of concrete.
- 4) The minimum quantity of cement per 100cft. Of M 160 and above concrete should be 16.00 cement bags as per Standard Specification Book Specification F.B.7-A on Page 42.
- 5) Payment : a) the payment of such concrete work will not be made till the strengths are ascertained.
- 6) The payment of reinforcement of such affected items will not be made till the strength of the concrete are ascertained.

10.00 COLLECTION OF MATERIALS :

- i) Where suitable and approved P.W. Deptt.'s quarries exist, the contractor or piece worker will be all over if otherwise there is not objection to obtain the materials to the extent required for the work from the quarry. He will be however, liable to pay compensation, if any damage is caused to the quarry either deliberately or through negligence or for wastage of material by himself or his staff or refund according to rules, if admissible and shall submit detailed accounts of materials from quarries as directed.

- ii) Where no suitable P.W. Deptt.'s quarries exist or when the quantity of the material required cannot be obtained from P.W. Department quarry the contractor or piece-worker shall make his own arrangements to obtain the material from existing or a new quarry in Government waste land, private land or land belonging to other states or talukas, etc After opening the quarry but before starting collection, the quarry shall be got approved by the Engineer-in-charge or his representatives. The Contractor or piece worker shall play all royalty charges, compensation etc. No claims or responsibility on account of any of obstruction caused to execution of the work by difficulties arising out of private owners of land, will be entertained.
- iii) The rates in the tender include all incidental charges such as opening of a new quarry, opening out a new portion in a existing quarry, removing top soil and the unsuitable material dewatering a quarry, cost of blasting powder and fuse, lift, lead, repairs to existing cart tracks, making new cart tracks, control charges, Central / State Government or Municipal Taxes, Local Board Cess etc.
- iv) The rates in the tender are for the delivery of the approved material on road side, properly stacked at the places specified by the Engineer-in-charge and are inclusive of conveyance charges in respect of the leads and lifts. No. claims on account of changes in lead will be entertained.
- v) No material shall be removed from the land within the road boundary or from the land touching it without the written permission of the Engineer-in-charge and or his authorized agent. If any material is unauthorised obtained from such place, the contractor or piece worker shall have to make good the damages and pay such compensation, in addition as worker shall have to make good the damages and pay such compensation, in addition as may be decided by the Executive Engineer and will have to stop further collection.
- vi) Any material that falls on any P.W.D. Road from cart etc. during conveyance shall be immediately picked up and removed by the Contractor or piece worker, failing which it will be got removed departmentally at his cost. No heap shall be left prior to stacking even temporarily on the road surface or in any way so as to cause any obstruction or danger to the traffic. The contractor or the piece worker shall be liable to pay for any claims of compensation etc. arising out of any accident, etc. Any such materials causing obstruction or danger etc. will be got removed departmentally at his cost and no claims for any loss of danger etc. will be got removed departmentally at his cost and no claims for any loss of damage to the material, thus removed, will be entertained. The contractor shall also be responsible for the damage or accident etc. arising out of any material that fal is on the road or track, in charge of the Department and shall attend to any complaints which may be received.
- vii) The materials shall not be stacted in place where it is liable to be damaged or lost due to traffic passing over it, to be washed away by rain or floods, to be buried under the land slide etc. or the slip down and embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained.
- viii) Before stacking the materials shall be free all earth, rubbish vegetable matter and other extraneous substance and in the case of metal, screened to gauge. If so directed when ready, it shall be stacked entirely clear of the road way, on ground which has been cleaned or vegetation and leveled. On high banks ghat roads etc. where it may be practicable to stack it entirely clear of the roadway it may be stacked with the permmission of the Engineer-in-charge on terms in such away as to cause minimum danger and obstruction to the traffic or as may be directed by him.

- ix) The size of the stacks for materials other than rubble shall be 3 x 1.50 x 0.60 meter on such other size as may be directed by the Engineer-in-charge and all but one stack in furlong shall be of the same uniform size and shall be uniformly distributed over whole lengths. One stack (at the end) in each furlong may be of length different from the rest in order to adjust total quantity to be required but its width and height will be the same as those of the rest.
- x) The Deputy Engineer shall supply the contractor with statement showing furlong wise quantities that will be required and the order in which the collection is to be done. No materials in excess of requirement in that furlong shall be stacked. Any excess quantity shall be remove at the expense of the contractor or piece worker to where it is required before the material in the at furlong is finally measured.
- xi) In stacking materials the depositon shall commence at the end of the mile farthest from quarry and be carried continuously to the other end (unless otherwise directed by the Executive Engineer) Stacking in one furlong shall be completed before it is started in another unless directed otherwise in writing by the Executive Engineer. Measurements of the materials stacked in a furlong will not be recorded until the full quantity required has been stcked unless otherwise authorized by Engineer in writing. Collection and spreading shall not be carried out at the same time on one and the same mile or in two adjoining miles except with the written permission of the Executive Engineer.
- xii) Unless otherwise directed, the materials shall be collected in the following order according to availability of space : 1) Rubble (it included in tender), 2) Metal, 3) Soft murum and, 4) Hard murum. Hard murum shall be stacked on the side apposite to that on which soft murum has been stacked. Similarly, metal collected for petty repairs shall be stacked on the side opposite to metal for new layer. Where metal for two layers has to be stacked, as in the case of new roads, the metal for each layer shall be stacked on the opposite sides of the road.
- xii) All road material shall be examined and measured before it is spread. The labour for measurements (and check measurements wherever carried out) shall be supplied by the contractor of piece worker. Immediately after the measurements are recorded the stacks shall be marked by the contractor or piece worker by white wash or otherwise as may be directed by the Executive Engineer to prevent from any possibility of the same material being measured and recorded over again and to, prevent any un-authorized tampering with the stacks. If the contractor or the piece worker fails to attend the misstatements of materials after receiving the notice from the Deputy Engineer or his subordinate stating date and time of the intention to measure the work, shall be measured never-the-less and no complaint in this respect will be entertained later on. If the contractor or piece worker fails to supply sufficient labour for the materials required at the Time of measurements or check measurements after due notice has been given to him, the expenses incurred on account of employing departmental labour or material etc. shall be charged against his account.

xiv) No deduction will be made for voids.

11. MISCELLANEOUS

11.1 The rates to be quoted by the contractor must be inclusive of all taxes i.e. GST etc. No extra payment on this account will be made to the contractor.

11.2 For providing. Electric wiring or water lines etc. recesses shall be provided if necessary through walls. Slabs, beams etc. and later on refilled up with bricks or stone chipping. cement mortar without any extra cost.

11.3 In case it becomes necessary for the due fulfillment of contract for the Contractor to occupy land outside the Depart, 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 Corporation.

11.4 The special provision in detailed specifications or wording of any item shall gain precedence over corresponding contradictory provision (if any) in the standard specifications or P.W.D. Hand Book where reference to such specifications is given without reproducing the details in contract.

11.5 Suitable separating Barricades 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 difference sources of supply.

11.6 It is presumed that the Contractor has gone carefully through the Standard. Specifications of P.W.D. Hand Books and the Schedule of Rate of the Division and studied the site conditions before arriving at rates quoted by him Decision of the Engineer-in-charge shall be final as regards in terpretation of specifications.

11.7 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 the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the Contractor to protect the material against atmospheric actions, fire and other bazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely-hood of subsidence of soil, such heavy materials shall be stored on approved platforms.

-
- 11.8 For Road and Bridge works the contractor shall in addition to the specifications cited here, comply with requirements of relevant I.R.C. Code Practice. Latest edition of M.O.S.T. Specifications.
- 11.9 The Contractor shall be responsible for making good the damages done to the existing Property during construction by his men.
- 11.10 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 the Department at his own cost.
- 11.11 The contractor shall provide, maintain, furnish and remove on completion, temporary shed for office on work site for the use of Executive Engineer's representative.
- 11.12 Defective work is liable to be rejected at any stage. The contractor, on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be made for rectification.
- 11.13 In the Schedule "B" the work has been divided into sections but notwithstanding this, every part of it shall be deemed supplementary to and complementary of every other part.
- 11.14 General directions or detailed description of work, materials and items coverage of rates given in the specification are not necessarily repeated in the Bill of Quantities. Reference is, however, drawn to the appropriate section clause (s) of the General specification in accordance with which the work is to be carried out.
- 11.15 In the absence of specific directions to the contrary, the rates and prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described hereunder and are to cover all labour, materials, wastage, temporary work, plant overhead charges and profiles, as well as the general liabilities, obligations and risks arising out of the General Conditions of contract.
- 11.16 The quantities down against the items in the Schedule 'B' are only estimated quantities of each kind of work included in the Contract and are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded.
- 11.17 All measurements will be made in accordance with the methods indicated in the specification and read in conjunction with the General Conditions of Contract.
- 11.18 The details shown on drawings and all other information to the works shall be treated as indicative and provisional only and are liable to variation as found necessary while preparing working drawing which will be supplied by the Government during execution. The Contractor shall not, on account of such variation be entitled to any increase over the ones quoted in the tender which are on quantity basis.

- 11.19 The recoveries if any from contractor will be effected as arrears of land revenue through the Collector of the District.
- 11.20 Clause 101 to 107 of Specifications of Road and Bridge Works adhered herewith will be applicable to works as per Schedule 'B' unless specified otherwise in the detailed specifications of the relevant items.
- 11.21 All materials used in the construction shall conform to the requirement of Specification Clause under Section - 1000 "Materials for structures" of Specification of Road and Bridge Works, M.O.S.T. New Delhi, attached to the tender.
- 11.22 Protection of underground telephone cable and material telephone wire sand poles, transmission towers, electrical cables, and water supplying lines.

During the execution of work, it is likely that the contractor may meet with telephone cable, electrical cables, water supply lines etc. it will therefore be the responsibility of the Contractor to protect them carefully. All such cases should be brought to the notice of the Engineer-in-charge by the contractor and also the concerned Department. Any damage what-so-ever done to these cables and pipe lines by the Contractor shall be made good by him at his cost.

12. LINING OUT :

The Contractor shall provide free of charge all labour and material required for lining out, surveying, inspection decided by the Engineers as considered necessary for the proper and systematic execution of the work. The Department will only show the changed points on the alignment of road and it will be the responsibility of the contractor to correctly align the road straight between points including setting out curves though the Department will render necessary assistance. Likewise, only one Bench Mark with definite value or R.L. will be shown to contractor who shall have to provide for a network of temporary bench mark all along the road and near C.D. Works for executing the work. The contractor shall be responsible for the provision, accuracy and maintenance of such temporary Bench Mark. He shall be responsible for the correctness of the position, levels, dimensions and alignments of all parts of the works and provision of necessary instruments and labour in connection with it, suitably pointed bamboos or wooden stack shall be provided at his cost and firmly fixed at every 50 meters on both sides of embankment to indicate final as intermediate heights of the embankments. Any errors in position, levels, dimensions and alignment etc. shall be rectified by contractor at his expenses. If such error is due to incorrect data supplied in writing by the Engineer or his authorized representative, the cost of rectification shall be borne by Corporation. The checking or inspection of any setting out of any line or level or work by Engineer or his representative shall not in any way relieve the contractor of his responsibility or correctness thereof. The contractor shall carefully protect and preserve all Bench Marks, Site Rails, Pegs and Stones etc. used in setting out the works. Marking out the centre lines of C.D. Works necessary approaches etc. shall be done by the contractor at his own cost as directed by the Engineer.

NAME OF WORK :

“DECLARATION OF THE CONTRACTOR”

(See Para 8 of details tender notice)

I/We hereby declare that I/We have myself / ourselves throughly conversant with the sub-soil conditions, the local conditions regarding all materials (such as stone, murum, sand, etc.) and labour of which I/We have based my/our rates for this work. The specifications, conditions, bore results and lead of material on this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best materials approved by Executive Engineer or his duly authorized assistant, before starting the work and to abide by the decisions. I/We hereby further declare that my/our tender is unconditional in every manner of whatsoever in nature.

I/We hereby undertake to pay the labourers engaged on the work as per Minimum Wages Act, 1948 applicable to the zone concerned.

Page No. -1 to 78 Sign by me

**Executive Engineer
Electric Dept.
P.C.M.C. Pimpri - 18**

Signature of Contractor (s)