

पिंपरी चिंचवड महानगरपालिका, पिंपरी, पुणे - ४११०१८.

स्थापत्य विभाग

ई निविदा सुचना क्र-स्थापत्य/ ब, क मुख्यालय / १/ ६/२०२६-२७

पिंपरी चिंचवड महानगरपालिके कडून खालील नमुद केलेल्या कामासाठी ई टेडरिंग पद्धतीने परसेंट रेट निविदा मागविण्यात येत आहे.

१. निविदेचा दर भरताना एकूण निविदा रकमेतुन मटेरियल टेस्टिंग रक्कम वगळून आलेल्या रकमेवर निविदा दर भरावा.
२. प्रचलित दराने GST बिलात अदा केली जाईल त्यामुळे GST वगळून दर द्यावेत.
३. रॉयल्टी बाबत मनपा जे धोरण ठरवेल ते आपणांवर बंधनकारक राहिल.

अ.क्र.	कामाचे नाव	एकूण निविदा रक्कम (४+६)	मटेरियल टेस्टिंग रक्कम वगळून निविदा रक्कम	रॉयल्टी ची रक्कम	मटेरियल टेस्टिंग चार्जेस	बयाणा रक्कम	अनामत रक्कम	कामाची मुदत (महीने)	निविदा फॉर्म फी जी.एस.टी. सह (परत न मिळणारी)
१	२	३	४	५	६	७	८	९	१०
<b>स्थापत्य ब मुख्यालय</b>									
१	पिंपरी चिंचवड शहरातील रस्त्यांचे आटोमेटेड सर्वेक्षणानुसार क्षेत्रीय कार्यालयांतर्गत येणा-या प्रभाग क्र. २२ काळेवाडी मधील रस्त्यांची दुरुस्तीची कामे करणे.	६५५१८७३	६४७६२९८	१०७५५	७५५७५	६५५९९	३२७६००	१२	३१४७
२	पिंपरी चिंचवड शहरातील रस्त्यांचे आटोमेटेड सर्वेक्षणानुसार क्षेत्रीय कार्यालयांतर्गत येणा-या प्रभाग क्र. १८ चिंचवड मधील रस्त्यांची दुरुस्तीची कामे करणे.	६५५०८९१	६४७५३९६	३०९२७	७५५७५	६५५०९	३२७५५०	१२	३१४७
३	सन २०२४-२५ करीता प्रभाग क्र. १८ मधील तालेरा रुग्णालयाची स्थापत्य विषयक दुरुस्ती कामे करणे.	११८४८४६२	११८१९२५२	२६३२८	२९२१०	११८४८५	५९२४३०	१८	४६३७
<b>स्थापत्य क मुख्यालय</b>									
४	प्रभाग क्र. ९ महापालिकेच्या इमारती व मिळकतीची स्थापत्य व फर्निचर विषयक कामे व अद्ययावत पध्दतीने सुशोभिकरण करणे व विविध तातडीची इमारतींची अत्यावश्यक कामे करणे.	३५७५१०४	३५३८५६९	२४६३६	३६५३५	३५७५१	१७८७६०	१२	२३९७
५	प्रभाग क्र. ९ मधील शाळा इमारत, रुग्णालय इमारत व इतर मनपा इमारतींचे देखभाल व किरकोळ दुरुस्ती करणे.	३८८३१३९	३८४६६०४	१६६९२	३६५३५	३८८३१	१९४१६०	१२	२३९७
६	प्रभाग क्र. ८ सेक्टर नं. १, २, ३, ४, ६ व इतर ठिकाणी ऑटोमेटेड सर्वेक्षणानुसार रस्त्यांची दुरुस्ती करणे व डांबरीकरण करणे (सन २०२५-२६)	७४६८४०६	७३८४१७६	२९९९२	८४२३०	७४६८४	३७३४३०	१२	३१४७

निविदेचे वेळापत्रक		
ई निविदा उपलब्ध कालावधी	:-	दि. १८/०५/२०२६ ते दि. २५/०५/२०२६
निविदा स्विकृती अंतिम दिनांक व वेळ	:-	दि. २५/०५/२०२६ दुपारी ०३.०० वा.पर्यंत
निविदा उघडणेचा दिनांक	:-	दि. २८/०५/२०२६ दुपारी ३.०० वाजता {शक्य झालेस}

कोणतेही कारण न देता निविदा पुर्णतः किंवा अंशतः मंजूर अथवा नामंजूर करण्याचा अधिकार मा. आयुक्त यांनी स्वतःकडे राखून ठेवला आहे. निविदा संचाची विक्री <https://mahatenders.gov.in> या संकेतस्थळावर ई-निविदा सुचनेत नमुद केलेल्या तारखेनुसार सुरु राहिल. सविस्तर निविदा व निविदेबाबतची इतर माहिती खालील संकेतस्थळावर उपलब्ध आहे.

१. [www.pcmindia.gov.in](http://www.pcmindia.gov.in) २. <https://mahatenders.gov.in>

सदरची ई निविदा प्रणाली वापराबाबत काही तांत्रिक अडचण निर्माण झाल्यास NIC यांचेकडील ई-मेल [support-epro@nic.in](mailto:support-epro@nic.in) अथवा Help Desk

सही/-

शहर अभियंता

पिंपरी चिंचवड महानगरपालिका

पिंपरी, पुणे - ४११०१८.

जाहिरात क्रमांक -

जा.क्र. स्था/१५/कावि/१८६/२०२६

दिनांक १५-०५-२०२६

पिंपरी चिंचवड महानगरपालिका  
पिंपरी ४११ ०१८, स्थापत्य मुख्यालय  
क्र.स्था/१२/कावि/५३५/२०२५  
दिनांक १५/१०/२०२५

विषय :- स्थापत्य विभागाकडील निविदा अटी-शर्तीमध्ये शासन निर्णयानुसार Bid Capacity सुधारित करणे व इतर आवश्यक सुचनाबाबत...

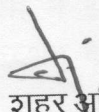
परिपत्रक,

महाराष्ट्र शासन सार्वजनिक बांधकाम विभाग यांचेकडून वेळोवेळी प्राप्त झालेले शासन निर्णयानुसार यापूर्वी दिनांक २५/१०/२०२३ रोजी स्थापत्य विभागाकडून अटी शर्ती प्रसिध्द करणेत आलेल्या आहेत. तथापि, सदर अटीपैकी सार्वजनिक बांधकाम विभाग, शासन निर्णय क्रमांक संकीर्ण-२०२१/प्र.क्र.५४/इमारती-२, दिनांक ०७/१२/२०२३ नुसार खालील अटीमध्ये बदल करणे आवश्यक आहे.

अट क्र.	प्रचलित अटीचा तपशिल	प्रस्तावित अटीचा तपशिल
११) ड)	र.रु.३ लक्ष पेक्षा जास्त किंमतीच्या निविदांसाठी कंत्राटदाराची निविदा भरण्याची सक्षमता (Bid Capacity) ए X एन X १.५ - बी जेथे ए = मागील पाच वर्षातील जास्तीत जास्त वार्षिक उलाढाल एन = देय कामाचा कालावधी बी = हातातील कामांची किंमत देय कामांच्या कालावधीतील	र.रु.३ लक्ष पेक्षा जास्त किंमतीच्या निविदांसाठी कंत्राटदाराची निविदा भरण्याची सक्षमता (Bid Capacity) ए X एन X २ - बी जेथे ए = मागील पाच वर्षातील जास्तीत जास्त वार्षिक उलाढाल एन = देय कामाचा कालावधी बी = हातातील कामांची किंमत देय कामांच्या कालावधीतील
२६	V4, V5 व V6 (डांबर, स्टील व सिमेंट) या बाबीकरिता PRICE VARIATION CLAUSE नुसार प्रत्यक्ष फरक अदा केला जाईल.	V4, V5 व V6 (डांबर, स्टील व सिमेंट) या बाबीकरिता PRICE VARIATION CLAUSE नुसार (V4, V5 व V6 परिगणन करताना विचारात घ्यावयाचे दर GST वगळून घेण्यात येतील) प्रत्यक्ष फरक अदा केला जाईल.

सबब, शहर अभियंता, पिंपरी चिंचवड महानगरपालिका स्थापत्य विभागाच्या निविदा अटी व शर्तीमध्ये उक्त नमुद प्रस्तावित केलेप्रमाणे बदल करणेस सदर परिपत्रकान्वये मान्यता देत आहे.

सदरचे परिपत्रक निर्गत केलेचे दिनांकापासून लागू राहिल.

  
शहर अभियंता  
पिंपरी चिंचवड महानगरपालिका,  
पिंपरी ४११ ०१८

प्रति,

सर्व संबंधीत कार्यकारी अभियंता



पिंपरी चिंचवड महानगरपालिका,  
पिंपरी, पुणे- ४११ ०१८  
स्थापत्य विभाग

निविदा अटी-शर्ती (दिनांक २५/१०/२०२३ पासून लागू)

- १) सदर टेंडर नोटीस <https://mahatenders.gov.in> या वेबसाईटवर पहावयास मिळेल.
- २) A) निविदा धारकाने निविदेची फॉर्म फी व बयाणा रक्कम मनपा खात्यात पेमेंट गेटवे सिस्टिमद्वारे (ई-बँकींग) भरावयाची आहे. ठेकेदारांना कामाचे देयक E.C.S/ N.E.F.T. द्वारे अदा करण्यात येतील. याबाबत ठेकेदाराने मनपाचे वेबसाईटवरील जोडपत्र-'अ' मधील ई-पेमेंटसाठी नमुना फॉर्म भरून देणे आवश्यक आहे.

इसारा (बयाणा) रक्कम ( Earnest Money Deposit) खालीलप्रमाणे भरावी.

i) रु.१.५० कोटी रकमेपर्यंतची कामे:- निविदा रकमेच्या १%

ii) रु.१.५० कोटी रकमेवरील कामे:- निविदा रकमेच्या ०.५०% किंवा रु. १.५० लक्ष यापैकी जास्त असेल ती रक्कम.

~~B) ठेकेदार महामपालिकेत महामपालिकेच्या स्थापत्य विभागात नोंदणीकृत असणे आवश्यक असणार नाही. तथापि <https://mahatenders.gov.in> वर ई नोंदणी करणे आवश्यक राहिल. तसेच १ कोटी पर्यंतच्या रकमेच्या निविदा करिता महाराष्ट्र शासन सार्वजनिक बांधकाम विभागाकडील नोंदणी बंधनकारक राहिल. (सार्वजनिक बांधकाम विभागाकडील नोंदणी प्रमाणपत्रावर नमुद नावानेच निविदा भरणे बंधनकारक राहिल. नोंदणी प्रमाणपत्रावरील नावा व्यतिरिक्त अन्य नावाने निविदा भरल्यास सदरच्या निविदा या ग्राह्य धरल्या जाणार नाहीत.) मनपाच्या सर्व अटी शर्तीची पूर्तता करणे बंधनकारक राहिल. निविदा भरल्यानंतर कोणत्याही परिस्थितीत/कोणत्याही टप्प्यावर पात्र असुनही माघार घेतल्यास अशा ठेकेदारासह सर्व पात्र ठेकेदारांचे दसाचे पाकिट उघडणेत येईल.~~

C) Online निविदा सादर झाल्यानंतर ७२ तासांच्या आत त्याच निविदेची Hard Copy व Bid Security मूळ प्रतीत सादर करणे अनिवार्य आहे. तथापि Hard Copy सादर केली / दिली नाही तरी सर्व प्राप्त निविदा उघडण्यात येतील.

I) B-1 व B-2 फॉर्म स्वाक्षरी करून तसेच Statement I, II, III, IV यांची पूर्तता करून द्यावी लागेल.

II) आयकर भरल्याचे मागील तीन वर्षांचे अद्यावत प्रमाणपत्र, पॅन कार्ड प्रत, PF Code कर्मचारी निहाय PF ची चलने, ESI Certificate, Bank Solvency, Turnover, Bid Capacity Certificate, PWD प्रमाणपत्र प्रत, GST रजिस्ट्रेशन प्रमाणपत्र प्रत, अनुभव व परिमाणाचे प्रमाणपत्र प्रत द्यावी लागेल.

III) भागीदारी संस्था असल्यास पार्टनरशिप डिड व पॉवर ऑफ अॅटर्नी प्रत.

IV) आर्थिक देकार उघडल्यानंतर, निविदा प्रक्रियेत निविदा प्राप्त कंत्राटदाराने अथवा अन्य कंत्राटदारानी खोटी / बनावट कागदपत्रे तांत्रिक लिफाफ्यास जोडून निविदा मिळविण्याचे / निविदा प्रक्रियेत भाग घेतल्याचे निदर्शनास आल्यास तात्काळ ह्या कंत्राटदारास १५ दिवसांची नोटीस देऊन प्रथम ३ वर्ष कालावधीकरीता काळ्या यादीत टाकणेत येईल.

V) कंत्राटदार एकमेकांविरुद्ध तक्रार करत असतील अथवा हरकती (Objection) घेत असतील तर र.रु.१५ कोटी किंमतीपर्यंतच्या कामांसाठी शहर अभियंता व र.रु.१५ कोटी पेक्षा जास्त किंमतीच्या कामांसाठी अतिरिक्त आयुक्त यांचेकडे आवश्यक कागदपत्रासह संदर्भ करून निर्णय घेणेत येईल. निविदा स्विकृती प्राधिका-यांचा निर्णय दोन्ही बाजूस अंतिम व बंधनकारक राहिल.

VI) L1 कंत्राटदार यांनी स्वतः चे नाव, नजीकच्या काळातील फोटो, पत्ता व स्वाक्षरीचा नमुना स्वतःच्या संस्थेच्या लेटरहेडवर सादर करावा आणि स्वतः उपस्थित राहणार नसल्यास त्यांनी निविदा विषयक संपूर्ण कामकाजासाठी नियुक्त केलेल्या प्रतिनिधीची माहिती (नाव, फोटो, पत्ता

व स्वाक्षरीसह) र.रु.५००/- चे स्टॅम्प पेपरवर मुखत्यारपत्र नोटराईज्ड करुन कार्यालयास देणे बंधनकारक राहिल.

- ३) निविदा दर हे निविदा पाकीट उघडलेचे तारखेपासून १२० दिवसाकरीता ग्राह्य राहतील परंतू अपवादात्मक परिस्थितीत ग्राह्यता कालावधी वाढवणे बाबत विभागप्रमुख व त्यांचे प्राधिकृत केलेल्या अधिकाऱ्यांनी विचारणा केल्यास ग्राह्यता कालावधी वाढवून द्यावा लागेल.
- ४) कोणते ही कारण न देता सदर कामाची निविदा नाकारणे किंवा रद्द करणेचा अधिकार मा.आयुक्त किंवा त्यांनी नियुक्त केलेल्या प्राधिकाऱ्यांनी राखून ठेवला आहे.
- ५) अटीयुक्त निविदा सादर करता येणार नाही.
- ६) I) भविष्य निर्वाह निधी कायदा १९५२, कंत्राटी कामगार(नियमन व निर्मुलन ) अधिनियम १९७० या कायद्यातील सर्व कायदेशीर बाबीची पूर्तता स्वतः ठेकेदार यांनी करावयाची आहे.  
II) ESI / PF पूर्तता करणे तसेच कामगार संख्या त्यांची हजेरी व वेतनपत्रके इ. कागदपत्रे कामाच्या साईटवर ठेकेदार यांनी उपलब्ध करावयाची आहे. तसेच देयके सादर करताना कर्मचारी संख्या व त्यानुसार भरलेल्या कर्मचारी निहाय PF ची चलने प्रत्येक बिलासोबत जोडणे आवश्यक आहे. सदरची पूर्तता देयके सादर करताना आवश्यक आहे.
- ७) शासनाकडील सुधारित/ नविन कर/ फी भरण्याची व पूर्तता करणेची जबाबदारी संबंधित ठेकेदाराची राहिल.

• **GST बाबत.**

- I) ठेकेदारांनी निविदेचा दर देताना जीएसटी वगळून इतर सर्व करांचा विचार करुन द्यावा. निविदा स्वीकृत रक्कमेवर प्रचलित दराने वस्तु व सेवा कर विकास कामाचे बिलात अदा करणेत येईल. तसेच मटेरियल टेस्टिंगबाबत ठेकेदारांनी GST चे बील सादर केल्यानंतरच GST देय राहिल.
- II) महापालिकेने वेळोवेळी वस्तु व सेवाकराबाबत अवलंबविलेले धोरण कळविणेत येईल व ते ठेकेदारांवर बंधनकारक राहिल.
- ८) कामाचे आदेश दिल्यावर नियमानुसार रॉयल्टी देय कामामध्ये रॉयल्टीची रक्कम बिलात प्रचलित दराने ठेकेदारांना अदा केली जाईल. तथापि सदर रक्कम ठेकेदार यांना प्रत्यक्ष अदा न करता त्याच बिलातून वजा करुन मनपा मार्फत रॉयल्टीचा भरणा शासनाकडे परस्पर केला जाईल.

I) निविदा प्रसिध्द करताना मटेरियल टेस्टिंग चार्जेस सह प्रसिध्द करणेत येईल, तथापि निविदेचा दर हा मटेरियल टेस्टिंग चार्जेसची रक्कम वगळून येणा-या प्रत्यक्ष रकमेवर द्यावा.

- ९) महाराष्ट्र शासन यांचेकडील नोंदणीकृत सुशिक्षित बेरोजगार अभियंता संवर्गातील ठेकेदारांना खालीलप्रमाणे अटी शर्ती लागू राहतील.
  - अ) सुशिक्षित बेरोजगार अभियंता यांनी सार्वजनिक बांधकाम विभाग, महाराष्ट्र शासन यांचेकडे नोंदणी करुन नोंदणी प्रमाणपत्र निविदा भरताना सादर केल्यास, एक किंवा जास्तीत जास्त पाच कामे असे एकूण रक्कम रुपये १.५० कोटी मर्यादेपर्यंतची कामे घेता येतील.
  - ब) मनपाच्या सर्वसाधारण अट क्र. ९ नुसार सुशिक्षित बेरोजगार अभियंता यांना सर्व कामांना सुरक्षा अनामत रकमेमध्ये देणेत येणारी ५०% सुट बाबतची अट रद्द करणेत येवुन, मुद्दा अ नुसार प्रथम मिळालेल्या पाच किंवा र.रु.१.५० कोटी पर्यंतच्या कामासाठी अनामत रकमेमध्ये ५०% सुट अनुज्ञेय राहिल, पुढील निविदांसाठी सर्वसाधारण ठेकेदारांप्रमाणे ५% सुरक्षा अनामत निविदा अटी शर्तीप्रमाणे भरावी लागेल.
  - क) सुशिक्षित बेरोजगार अभियंता यांना नोंदणी प्रमाणपत्र मिळालेपासून यापूर्वी एकही काम मिळालेले नाही अथवा मिळालेल्या निविदा कामांची माहिती सोबत दिलेल्या नमुन्याप्रमाणे बंधपत्र पत्राद्वारे सादर करणे बंधनकारक राहिल.
  - ड) सुशिक्षित बेरोजगार अभियंता यांनी सार्वजनिक बांधकाम विभाग, महाराष्ट्र शासन यांचेकडे नोंदणी केलेल्या व्यक्तीगत नावानेच निविदा भरणे अनिवार्य राहिल. तसेच निविदेसाठी आवश्यक कागदपत्र त्याच नावाने असणे बंधनकारक राहिल, निविदेसाठी सादर केलेले कागदपत्र इतर व्यक्ती / संस्थेच्या नावाने असलेस सुशिक्षित बेरोजगार अभियंता ही सवलत लागू राहणार नाही.

- १०) I) निविदेच्या B-1 व B-2 फॉर्म मधील अटी व शर्ती ठेकेदारांवर बंधनकारक राहतील याची ठेकेदारांनी काळजीपूर्वक नोंद घ्यावी.  
II) ठेकेदारांनी सादर केलेले कागदपत्र छाननी झाल्यानंतर अपात्र ठेकेदारांना <https://mahatenders.gov.in> या संकेतस्थळावर त्यांचे म्हणणे मांडणेसाठी व कागदपत्रांची पूर्तता करणेसाठी दिलेल्या **SHORTFALL NOTICE** प्रसिध्दीचे दिनांकापासून ३ दिवसात लेखी स्वरूपात त्यांचे म्हणणे व कागदपत्र विभागात सादर करावे. तदनंतर आलेल्या हरकतींचा विचार केला जाणार नाही.
- ११) र.रु. १ कोटी पेक्षा जास्त रकमेच्या सर्व कामांना खालीलप्रमाणे पोस्ट क्वालीफिकेशन क्रायटेरीयाची तरतुद असेल. अनुभव, परिमाण, उलाढाल, सक्षमता इत्यादीबाबत खालीलप्रमाणे पूर्तता करणे बंधनकारक असून, खालील तक्त्यातील ब व क मधील प्रमाणपत्रे ही सक्षम प्राधिका-याने दिलेली असावीत आणि सक्षम प्राधिकारी पदाचा दर्जा कार्यकारी अभियंता पेक्षा कमी दर्जाचा असू नये.

अ.	मागील ५ वर्षातील कंत्राटदाराची कमाल उलाढाल	देय असलेल्या कामाच्या वार्षिक किंमतीच्या कमीत कमी ७५ टक्के इतकी असावी (वार्षिक किंमत) = $\frac{\text{कामाची एकूण किंमत}}{\text{कामाचा कालावधी वर्षात}}$
ब.	मागील ५ वर्षात कंत्राटदाराने त्याच स्वरूपाच्या तुल्यबळ किंमतीच्या पूर्ण केलेल्या कामाची किमान किंमत.	देय कामांच्या किंमतीनुसार (प्रचलित दराने) अ) तीन सारख्या पध्दतीची कामे ज्यांची कामनिहाय किंमत, बोलावण्यात आलेल्या निविदेच्या अंदाजित रकमेच्या ४०% पेक्षा कमी नसावी किंवा ब) दोन सारख्या पध्दतीची कामे ज्यांची कामनिहाय किंमत, बोलावण्यात आलेल्या निविदेच्या अंदाजित रकमेच्या ५०% पेक्षा कमी नसावी किंवा क) एक सारख्या पध्दतीचे काम ज्याची किंमत, बोलावण्यात आलेल्या निविदेच्या अंदाजित रकमेच्या ८०% पेक्षा कमी नसावी. किंवा <del>ड) एक सारख्या पध्दतीचे खाजगी संस्थेकडील कामाचा अनुभव ग्राह्य धरणेसाठी त्याच कामाबाबतचे करास्नामे, देयके, आयकर विवरणपत्रे सादर करणे बंधनकारक आहे.</del>
क.	देय कामासाठी मागील ५ वर्षांपैकी कोणत्याही एका वर्षात ज्या महत्वाच्या परिमाणाच्या बाबी करावयाच्या आहेत त्याचे कमीत कमी परिमाण	देय कामातील महत्वाच्या व आवश्यक जास्त परिमाण असणा-या कमाल ५ व किमान ३ बाबींचे परिमाण नमुद करणेत यावे व या बाबींची एकूण किंमत निविदा किंमतीच्या ३० % पेक्षा जास्त रकमेची नसावी.
ड.	र.रु.३ लक्ष पेक्षा जास्त किंमतीच्या निविदांसाठी कंत्राटदाराची निविदा भरण्याची सक्षमता (Bid Capacity)	र.रु.३ लक्ष पेक्षा जास्त किंमतीच्या निविदांसाठी कंत्राटदाराची निविदा भरण्याची सक्षमता (Bid Capacity) ए X एन X १.५ - बी जेथे ए = मागील पाच वर्षातील जास्तीत जास्त वार्षिक उलाढाल एन = देय कामाचा कालावधी बी = हातातील कामांची किंमत देय कामांच्या कालावधीतील

११.१ हातातील कामांची उर्वरित किंमत बिनचूक व परिपूर्ण रित्या सादर करणे कंत्राटदारावर बंधनकारक राहिल. तसेच देय कामांसाठी निविदा सादर केल्यानंतर बीड लॉक झाल्यानंतर पण त्यासंबंधी अंतिम निर्णय होण्यापूर्वी एखादे नवीन काम मिळाल्यास त्या संबंधीची माहिती त्वरित सादर करणे देखील कंत्राटदारांवर बंधनकारक राहिल. कंत्राटदार यांचे सनदी लेखापालाकडील (CA) अद्ययावत (निविदा सादर केलेल्या तारखेपासून लगतच्या ३ महिन्यामधील) बीड कॅपॅसिटी ग्राह्य धरली जाईल.

१२) करारनामा स्वखर्चाने दिलेल्या मुदतीत (स्वाक्षरी व डाव्या हाताच्या अंगठ्याच्या ठसा सह) करून द्यावा लागेल अन्यथा निविदा रद्द करणेत येईल.

१३) I) निविदाकार यांनी निविदेसोबत जोडलेली ( अपलोड केलेली) सर्व कागदपत्रे खरी असल्याबाबतचे प्रतिज्ञापत्र र.रु. १००/- चे स्टॅम्प पेपरवर नोटरीज्ज करून लिफाफा क्र. १ मध्ये जोडणे आवश्यक आहे.

II) लिफाफा क्र. १ मध्ये तसेच निविदा मंजुरी व नंतर देयके अदा करताना जोडलेली कागदपत्रे खोटी व बनावट असल्याची बाब निविदा उघडल्यावर निदर्शनास आल्यास त्यास कंत्राटदार पूर्णपणे जबाबदार राहिल. मनपाचे अधिकारी / कर्मचारी जबाबदार राहणार नाही. खोट्या/बनावट कागदपत्रांसाठी कंत्राटदार जबाबदार राहतील व ते भारतीय दंड विधान संहितेनुसार कार्यवाहीस पात्र राहतील. तसेच त्यांना काळ्या यादीत टाकणेत येईल.

१४) अतिरिक्त कामगिरी सुरक्षा ठेव रक्कम (Additional Performance Security Deposit) भरणे महाराष्ट्र शासन सार्वजनिक बांधकाम विभाग यांचेकडील शासन निर्णय क्र.सीएसटी/२०१७/प्र.क्र.०८/इमा.२ दिनांक २७/०९/२०१८ अन्वये Additional Performance Security Deposit लिफाफा क्र.२ उघडल्यानंतर प्रथम न्यूनतम देकार सादर करणा-या L-१ निविदाकाराने "Additional Performance Security Deposit (PSD)" ८ (आठ) दिवसांच्या आत संबंधित कार्यकारी अभियंता यांचेकडे जमा करावी. यामध्ये कोणत्याही प्रकारे सवलत देय राहणार नाही. मुदतीत "Additional Performance Security Deposit (PSD)" सादर न केलेस L-1 यांची निविदा रद्द करणेत येवून L-2 यांना विचारणा करणेत येईल. तसेच L-1 निविदाकार यांनी मुदतीत Additional Performance Security Deposit (PSD) सादर न केलेने त्यांची बयाणा रक्कम जप्त करून मनपा फंडात जमा करणेत येईल. तसेच १ वर्षासाठी काळ्या यादीत समाविष्ट करणेत येईल.

१४.१ ठेकेदाराने दिलेल्या दराच्या अनुषंगाने निविदाधीन कामाच्या किमतीवर अतिरिक्त कामगिरी सुरक्षा ठेव (Additional Performance Security Deposit) खालील तक्त्यात नमुद केले प्रमाणे भरणे आवश्यक आहे.

दिलेला निविदा दर		अतिरिक्त कामगिरी सुरक्षा ठेव (PSD)
पासून	पर्यंत	
०%	१%कमी	आवश्यकता नाही
१.०१%	१०%कमी	१%
१०.०१%	१५%कमी	१% + प्रति टक्के x१%(Single) (उदा. १५% कमी दर - १% पेक्षा जास्त ते १०% पर्यंत करीता - १% व (१५% -१०%) -५% असे एकूण ६%)
१५.०१% कमी पासून पुढे		६%+ प्रति टक्के x२%(Double) उदा. १९ % कमी दरासाठी खालीलप्रमाणे पृथकरण :- १०% कमी दरापर्यंत १% व १५% कमी दरापर्यंत (१५% -१०%) ५% तसेच (१९-१५)=४% करीता (४x२) ८% असे एकूण (१+५+८=१४%)

परफॉर्मन्स सिक्युरिटी रक्कम Online पध्दतीने NEFT/RTGS किंवा डी.डी. / एफ.डी.आर./ बँक गॅरंटीच्या माध्यमातून सादर करणे अनिवार्य राहिल.

तसेच १०% पेक्षा जास्त कमी दर असल्यास अतिरिक्त कामगिरी सुरक्षा ठेव सोबत निविदेतील बाबींचे दरपृथःकरण (Rate Analysis) सादर करणे बंधनकारक आहे.

१४.२ लिफाफा क्र.२ (दराचे पाकीट ) उघडताना सर्व निविदाधारकांनी स्वतः किंवा त्याच्या प्रतिनिधींनी प्रत्यक्ष उपस्थित राहणे आवश्यक आहे. अन्यथा Online पध्दतीने निविदा उघडण्यात येतील.

१४.३ ज्या निविदाधारकाला काम मिळेल त्याची परफॉर्मन्स सिक््युरीटी डिपॉझीट नियमानुसार काम समाधानकारकपणे पुर्ण झाल्यावर परत मिळेल.

१४.४ सुरक्षा ठेव रक्कम (Security Deposit) भरणे.

A) रु.१.५० कोटी पर्यंतच्या कामांकरिता (१% बयाणा रक्कम, २% FDR, २% देयकातून कपात) अशी एकुण ५% राहिल.

B) रु.१.५० कोटी रकमेवरील कामांकरिता (०.५०% बयाणा रक्कम, १% FDR, ३.५०% देयकातून कपात) अशी एकुण ५% राहिल.

१४.४.१ सुरक्षा ठेव रक्कम (Security Deposit) खालील स्वरूपात भरावी तसेच सदरची रक्कम नजीकच्या १ हजारच्या पटीत असेल

A) मनपा कोषागारात रोख स्वरूपात भरावी व त्याची मुळ पावती विभागाकडे सादर करावी.

B) भारतीय डाक विभागाकडील राष्ट्रीय बचत प्रमाणपत्र आयुक्त, पिं.चिं.मनपा. यांचे नावे असलेले, पिंपरी चिंचवड शहर येथे देय असलेले.

C) राष्ट्रीयकृत अथवा शेड्युल्ड बँकेकडील बँक गॅरंटी स्वरूपात, आयुक्त, पिं.चिं.मनपा. यांचे नावे, मनपाचे विहित नमुन्यात, पिंपरी चिंचवड शहर येथे देय असलेली.

D) राष्ट्रीयकृत अथवा शेड्युल्ड बँकेकडील मुदतठेव प्रमाणपत्र, आयुक्त, पिं.चिं.मनपा. यांचे नावे, पिंपरी चिंचवड शहर येथे देय असलेले.

E) सदर सुरक्षा ठेव रक्कम दोष दायित्व कालावधी (असल्यास) संपुष्टात आल्यानंतर ठेकेदारास परत मिळेल.

**दोषदायित्व कालावधी:-** सार्वजनिक बांधकाम विभाग, महाराष्ट्र शासन यांचेकडील शासन निर्णय क्रमांक: संकीर्ण-२०१८/प्र.क्र.१५१/इमारती-२, दिनांक १४ जानेवारी, २०१९ नुसार राहिल. तसेच वेळोवेळी शासनाकडून निर्गत केलेल्या शासन निर्णयानुसार राहिल.

- १५) ज्या ठेकेदारास कामाचे आदेश देण्यात येतील अशा ठेकेदारांनी सदर कामाचा व कामगारांचा सर्वसमावेशक विमा (Contractor All Risk Insurance Policy) महाराष्ट्र शासनाच्या शासकीय विमा निधीकडे उतरविणे बंधनकारक आहे. तसेच सदर विमापत्रकांखाली तृतीय पक्ष दायित्व व इतर जोखीम अतिरिक्त विमा हप्त्या भरून विमाछत्रित करणेत यावी.
- १६) मनपाने निश्चित केलेल्या त्रयस्थ संस्था यांचेमार्फत तांत्रिक तपासणी करून त्याचा तांत्रिक तपासणी अहवाल विहित वेळेत सादर करणे ठेकेदार यांचेवर बंधनकारक असेल.
- १७) स्थापत्य विभागाचे क्षेत्रिय कार्यालयाकडील स्थापत्य विषयक कामांसाठी एका ठेकेदारास (संस्थेस) एका क्षेत्रिय कार्यालय कार्यक्षेत्रात जास्तीत जास्त ३ (तीन) कामे घेता येतील. तसेच स्थापत्य मुख्य कार्यालयाकडील विशेष योजना अंतर्गतची व डांबरीकरणाची कामे वगळता एका आर्थिक वर्षामध्ये एका ठेकेदारास (संस्थेस) एका क्षेत्रिय कार्यालय कार्यक्षेत्रात जास्तीत जास्त ३ (तीन) कामे घेता येतील.
- १८) इमारत व इतर बांधकाम कामगार (रोजगार व सेवाशर्ती)अधिनियम १९९६ व इमारत व इतर बांधकाम कामगार कल्याण उपकर नियम १९९८ अंतर्गत १% उपकर ठेकेदारांचे बिलातून वसूल करण्यात येईल.तसेच शासनाकडील शासन निर्णयानुसार वेळोवेळी आकारण्यात येणारे कर / फी ही ठेकेदारावर बंधनकारक असेल.
- १९) वार्षिक स्वरूपाची देखभाल दुरुस्तीची कामे तातडीने करणे अपेक्षित असलेने कनिष्ठ अभियंता / उपअभियंता यानी सुचित केलेल्या कालावधीतच कामे पुर्ण करणे बंधनकारक राहिल. सदर कालावधीत काम पूर्ण न झाल्यास प्रतीदिन किमान र.रू. १००/- (शंभर फक्त) प्रमाणे नुकसान भरपाई वसूल केली जाईल. तसेच अनावश्यक व जाणून बुजून विलंब केला जात असल्याचे

निदर्शनास आल्यास वाढीव नुकसान भरपाईची कार्यवाही निविदा अटीप्रमाणे केली जाईल. अशा स्वरूपाची कामे करताना ठेकेदार यांनी किंवा त्यांचे जबाबदार अधिकृत प्रतिनिधी कनिष्ठ अभियंता / उपअभियंता यांचेशी नियमित संपर्क व समन्वय राखणे आवश्यक आहे. तसेच केलेल्या कामाचा संक्षिप्त अहवाल सादर करणे बंधनकारक राहिल.

- २०) ज्या ठेकेदारास अथवा ठेकेदारी संस्थेस काम मिळेल अशांकडून करारनामा करणेपूर्वी असा ठेकेदार/ठेकेदारी संस्था मनपाचे विद्यमान नगरसेवक / स्विकृत सदस्य यांचेशी संबंधित नाही याची खातरजमा होणेकरीता र.रु. १००/- चे जनरल स्टॅम्पपेपरवर संबंधित ठेकेदार / ठेकेदारी संस्थेस प्रतिज्ञापत्र करून द्यावे लागेल.
- २१) ~~हॉटमिक्स पद्धतीने डांबरीकरण करणेचे कामांसाठी ठेकेदारांचा हॉटमिक्स प्लँट, पेव्हर, ब्रह्मप्रेटर सेट सेलर व दोन इंटेलिजेंट कॉम्पॅक्टर, १२० टी. पी. एच क्षमतेचा बॅचमिक्स प्लँट तसेच RMC प्लँट मनपा परिसरात अथवा मनपा हद्दीबाहेर जास्तीत जास्त ३० कि.मी. अंतराचे आत स्वतःच्या मालकीचा असणे बंधनकारक राहिल.~~
- I) र.रु. १.५० कोटी पर्यंतचे कामांसाठी स्वतःच्या मालकीचा किंवा भाड्याचा हॉटमिक्स प्लँट असणे आवश्यक आहे. तथापि, र.रु. १.५० कोटीचे वरील कामांसाठी स्वतःच्या मालकीचा हॉटमिक्स प्लँट असणे आवश्यक आहे.
- II) हॉटमिक्स / RMC प्लँट चे Tax Invoice Copy, प्लँट भाड्याचा असलेस Register Stamp Duty भरलेले Agreement, 26A अथवा GST-3B भरलेले कागदपत्र असावे व या सर्व प्रत CA कडून प्रमाणित केलेल्या असाव्यात.

### २१.१ Batch Mixing Plant / RMC

The contractor shall provide hot mixing batching plant (min.120 TPH) for all asphaltting works. The batch mixing plant shall have sense data like aggregate weight and temperature batches through digital sensors & logic controller. The contractor shall provide a SCADA based data reader & logging software to collect the sensed data from the logic controller & convert it into machine readable file with date & time stamp. Also provide GST Invoice with confirmation from CA. The particular file shall contain the work identification no of the works management e governance software the contractor shall provide web connectivity to the batch mixing plant and software that will send the machine readable file generated from SCADA software to contractors web application as well as the e governance web application of PCMC dash board. If contractor can not provide SCADA report the rate shall be deducted by 10% from SSR Rates. The plant register provided on the web application shall have following information. Batch ID, quantity of all aggregates, time & date, work identification no., agency name, temperatures (in case of asphalts) & any other information asked by Engineer-in -charge. The plant can be shared among multiple works & / or multiple contractors The plant register shall have all data of for which work contractor a particular batch is processed.

### २१.२ Vehicle Tracking Equipment's

The contractor shall provide VTS (Vehicle Tracking System) for all vehicles used for particular work of PCMC. The VTS shall record the latitude & longitude of the vehicle & shall send the data of the works management e governance software of PCMC dashboard. The contractor shall provide web application that will show all vehicles of

a contractor on a GIS map along with the batch mixing plant the contractor shall also provide a software that will update the entire mapping on the PCMC's e-governance works management system dashboard

The VTS shall continuously send the data of vehicle lat & long at every 5 sec.to the web application & dashboard.

The contractor shall provide web application i.e.intigrated with PCMC's works management e-governance application system. This web application shall have software for vehicle loading & unloading for each batch. The vehicles caring batches should show the batch details sensed through the SCADA software on GIS map.

VTS shall be made available for all type of works i.e.asphalt, conctere, earthwork or any other type as applicable as part of the terms of the contract.

### **२१ .३ Intelligent compacting system**

The contractor shall also provide minimum 2 Intelligent compacting system on the compactor used for compaction work of PCMC. The intelligent compacting system shall have GPS, temperature sensors, accelerometer & IP-67 compliant PC fitted on the compactor This compaction system shall also record the no of passes made by the compactor The system shall have the mirror that shall show the compaction in graphical form to the operator on the compactor. The contractor shall provide real time data transferred to the web application to the monitor the compaction remotely. The contactor shall provide the web application in such a manner that it also update the compaction data in real time on PCMC's works management e-governance application dashboard The intelligent compacting system shall be connected with dashboard system the contractor shall provide software facility for PCMC officials to update QAP ( Quality assurance plan) releated data for compaction through its web application that will get transferred to the intelligent compacting system to bench mark the acceptance norms for colour coding, no of passes & acceptable temp. & density levels

The contractor shall have provide compaction register that shall contain information releated to the compaction for further analysis The compaction register shall maintain following record RUN ID, DATE & TIME of compaction, latitude, longitude, location, temperatures (in case of asphalt),density (for soil it can be derived as a compaction measurement value).no of passes, colour for temp, colour for no. of passes.

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

The contractor shall provide certificate & guarantee from the manufacturer of the compactor for compatibility of the system with the compactor. If the system retrofitted to the compactor should not be old than three years.

#### २१.४ Quality reports

The contractor shall provide web application to record the quality reports to related to material acceptance by the agency, TIPA. The system shall have intelligent forms that will record the observation & generate quality reports & upload them to PCMC's e-governance web application dashboard.

#### २१.५ Web connectivity

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

#### २१.६ Bitumen condition --

- A) Bitumen of I. S. grade 60/70 (VG-30) should be used.
- B) Bitumen should be supplied from any one of the following companies at The risk and cost of contractor on behalf of this corporation.
  - a) Hindustan Petroleum Ltd
  - b) Bharat Oil petroleum Ltd.
  - c) Indian Oil petroleum Ltd.
- C) The Materials to be used for bitumen mix ie. Stone metal & bitumen shall be tested by the Contractor in the laboratory at his own cost & the result of the same shall be submitted to the Engineer in charge of the work & when directed in Additional of routine test.

#### २२) Special Conditions – Road

##### अ) डांबरी रस्ते :-

स्थापत्य मुख्य कार्यालयाकडील विशेष योजना अंतर्गतची डांबरीकरणाची कामे व ट्रेचेंसची विशेष कामे वगळता एक आर्थिक वर्षामध्ये एका ठेकेदारास ( संस्थेस ) एका क्षेत्रिय कार्यालय कार्यक्षेत्रात जास्तीत जास्त र.रु ७ (सात) कोटी पर्यंत कामे घेता येतील.

##### ब) ASPHALT MIX

The minimum bitumen content shall be as specified in respective BOQ items & other components shall be as per Specifications. It shall be mandatory to prepare detailed mix design for asphalt mix and job mix design shall be got approved from the Engineer-in-charge. No additional payment shall be made for extra bitumen contents & other ingredients if required to be used in the above mix. The additives to be added in the mix shall be of ISI Standard and of approved brand. In case of change of source of material (aggregate, additives) the mix design shall be redone and got approved from Engineer-in-charge every time without any extra payment.

**क) सिमेंट काँक्रीट रस्ता**

- १) निविदा र.रु. १५ कोटी पुढील सिमेंट काँक्रीट रस्त्याच्या कामाकरिता Fully Automated Hydraulically Operated Fixed Form Paver with Triple Tubes Cylinders चा वापर करणे बंधनकारक राहिल व स्वतःच्या मालकीचा असणे आवश्यक राहिल.
- २) एका वेळी ३ ते ६ मीटर रुंद व १५० ते ३०० मीटर लांबीचा रस्ता Design Thickness प्रमाणे करणे बंधनकारक राहिल.

**ड) मंडपाची कामे**

सादर कामासाठी सार्वजनिक बांधकाम विभागाकडील नोंदणी आवश्यक असणार नाही.

**इ) बोर्ड बेंचेसची कामे**

बोर्ड बेंचेस बसविलेल्या ठिकाणाचे काम सुरु करण्यापूर्वीचे व नंतरचे सविस्तर छायाचित्र Time Stamp Camera या App द्वारे घेऊन ते नस्तीबध्द करणे. तसेच घेतलेली छायाचित्र Latitude व Longitude सहित असणे बंधनकारक राहिल.

**फ) ३०% कमी व त्यापेक्षा अधिक कमी निविदा दर असलेल्या विकासकामांबाबत.**

- १) काम सुरु करण्यापूर्वीचे व नंतरचे सविस्तर छायाचित्र Time Stamp Camera या App द्वारे घेऊन ते नस्तीबध्द करणे. तसेच घेतलेली छायाचित्र Latitude व Longitude सहित असणे बंधनकारक राहिल.
- २) कामामध्ये वापरण्यात आलेल्या सामुग्रीचे GST सहित मूळ चलन, कामाचे नाव, निविदा क्रमांक नमुद असलेले सादर करणे बंधनकारक राहिल. तसेच डांबराचे चलन देखील कामाचे नाव, निविदा क्रमांक नमुद करून सादर करणे बंधनकारक राहिल.
- ३) चलनामध्ये नमुद केलेल्या पुरवठादाराकडून साहित्य घेतलेल्या GST पावत्या सादर करणे बंधनकारक राहिल.
- ४) डांबराच्या कामाकरिता वाहनांना VTS (Vehicle Tracking System) असणे बंधनकारक राहिल.

**२३) Fiber Re-inforced Plastic (एफ आर पी) कामासाठी**

निविदाकार फायबर ग्लास मधील उत्पादक कंपनी असणे आवश्यक असून तसा पुरावा जोडणे आवश्यक आहे. किंवा निविदा उघडण्याआधी समक्ष सादर करणे आवश्यक आहे. अन्यथा निविदा उघडणेत येणार नाही. तसेच निविदाकारास कमीतकमी कामाच्या किमतीएवढा अनुभव आवश्यक आहे.

**२४) Disclaimer-**

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

२५) Total Station Survey -

- A) For levelling contractor should arrange for Total Station for all levelling items in this contract. He shall submit soft copy along with hard copy of the results. Contractor shall arrange soft and hard copy of L- Section, Cross Section required for calculation of quantities after carrying out leveling. Cost of hiring of Total Station and taking levels along with PCMC Engineer, shall be born by the contractor. If PCMC Engineer is required to be trained for Total Station, it should be born by the contractor.
- B) Contractor should get design with all parameters for the storm water line considering the topography of that area from the reputed Designer/ Consultant. The name of the Designer/Consultant shall be get approved from Engineer in charge. The rate quoted by the contractor will be inclusive of mentioned design & drawings.

२६) मनपाच्या सर्व कामांसाठी १००% तरतुद उपलब्ध आहे, अशा कामाच्या निविदेमध्ये भाववाढ कलम व स्टार रेटची तरतुद लागू राहणार नाही. तसेच ज्या कामांचा काम पुर्णत्वाचा विहित कालावधी १२ महिने वा त्यापेक्षा कमी आहे आणि ज्या कामाची रक्कम १ कोटी पेक्षा कमी आहे अशा कामांना भाववाढ कलम लागू राहणार नाही.

भाववाढ फरकाचे धावते बिल अदा करताना शासनाचे दिनांक २३/१०/२०१७ चे परिपत्रकानुसार V1, V2, V3 (General Escalation) ची मर्यादा स्विकृत निविदा रक्कमेच्या ५% इतकी देणेत आलेली आहे. तथापि, सदर मर्यादा ही केवळ अंतिम बिलाच्या वेळी भाववाढ बिल अदायगी वेळेस लागू राहिल. व धावते भाववाढ बिलाच्या (Escalation R.A.Bill) V1, V2, V3 ची मर्यादा त्या कालावधीतील संबंधीत धावत्या बिलाच्या स्विकृत बिल अदायगी रकमेच्या ५% मर्यादित राहिल. V4, V5 व V6 (डांबर, स्टील व सिमेंट) या बाबीकरिता प्रत्यक्ष फरक अदा केला जाईल.

२७) Geo tagging - कंत्राटदाराने स्वतः किंवा त्यांच्या प्राधिकृत प्रतिनिधी (Authorized Representative) यांनी स्वतः करावयाची असून कंत्राटदाराने किंवा त्यांच्या प्राधिकृत प्रतिनिधी यांनी Geo tagging केल्याच्या प्रमाणपत्रावर भेटीचा दिनांक व वेळ नमूद करून स्व स्वाक्षांकित (Self attested) करणे अनिवार्य राहिल.

२८) अंदाजपत्रकीय तरतूद कमी आहे या कारणास्तव कामाची गती कमी केलेली / काम बंद करणे या बाबी मान्य होणार नाहीत. तसेच या कारणास्तव मुदतवाढ मिळणार नाही.

प्रत्येक कामासाठी वरील निविदा अटी व शर्ती तसेच विशेष अटी ज्या त्या कामाच्या स्वरूपानुसार लागू राहतील.

उपरोक्त अट क्र.१ ते २८ साठी (पानांक १ ते १०) मान्यता देण्यात येत आहे.

स्वाक्षरी/-

आयुक्त

पिंपरी चिंचवड महानगरपालिका

पिंपरी ४११०१८

जा.क्र. स्था/१२/कावि/७७४/२०२३

दिनांक २५/१०/२०२३

अटी व शर्ती मान्य

ठेकेदाराची स्वाक्षरी

कार्यकारी अभियंता

पिंपरी चिंचवड महानगरपालिका

पिंपरी ४११०१८

पिंपरी चिंचवड महानगरपालिका, पिंपरी पुणे- ४११ ०१८  
स्थापत्य विभाग

कंत्राटदारांसाठी सर्वसाधारण सुचना

- १) <https://mahatenders.gov.in> या संकेतस्थळावर काही तांत्रिक अडचण निर्माण झाल्यास NIC यांचेकडील ई-मेल [support-eproc@nic.in](mailto:support-eproc@nic.in) अथवा Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787 या दूरध्वनीवर संपर्क साधावा.
- २) Online बयाणा बाबत अडचण निर्माण झाल्यास [merchant@sbi.co.in](mailto:merchant@sbi.co.in) अथवा 020-27560146 या दूरध्वनीवर संपर्क साधावा
- ३) निविदेमध्ये सादर करणारे सर्व कागदपत्रे स्वतः साक्षांकित (Self Attested) करून सादर करावीत.
- ४) निविदा Online सादर केल्यानंतर ७२ तासात कागदपत्र स्वाक्षांकीत करून कार्यालयात सादर करणे बंधनकारक आहे.
- ५) लिफाफ्यावर निविदा क्रमांक, प्रभाग, कंत्राटदाराचे नाव, भ्रमणध्वनी इ. माहिती ठळक अक्षरात नमूद करावी.
- ६) कागदपत्राच्या प्रती स्पष्ट असाव्यात अस्पष्ट कागदपत्राचा विचार केला जाणार नाही.
- ७) कागदपत्रांच्या अभावी अपात्र होत असल्यास Online कागदपत्र पूर्ततेसाठी Shortfall दिल्यानंतर विहित मुदतीत Online आणि कार्यालयात समक्ष कागदपत्र सादर करणे बंधनकारक आहे.
- ८) निविदा मिळाल्यानंतर कंत्राटदार यांनी स्वतः चे नाव, नजीकच्या काळातील फोटो, पत्ता व स्वाक्षरीचा नमुना स्वतःच्या संस्थेच्या लेटरहेडवर सादर करावा आणि स्वतः उपस्थित राहणार नसल्यास त्यांनी निविदा विषयक संपूर्ण कामकाजासाठी नियुक्त केलेल्या प्रतिनिधीची माहिती (नाव, फोटो, पत्ता व स्वाक्षरीसह) र.रु.५००/- चे स्टॅम्प पेपरवर मुखत्यारपत्र नोटलाईज्ड करून कार्यालयास देणे बंधनकारक राहिल.
- ९) करारनामा / प्रतिज्ञापत्र यामध्ये सादर करणारे स्टॅम्प हे कोषागारातून विक्री केलेले असावेत. Online पध्दतीने सादर केलेले चलन/ स्टॅम्प ग्राह्य धरले जाणार नाही.
- १०) निविदा कागदपत्राचे संचात खालील क्रमाने कागदपत्र लावावेत  
कागदपत्रांची अनुक्रमणिका पानांकासह
  - १) र.रु.१००/- चे स्टॅम्प पेपर नोटलाईज्ड प्रतिज्ञापत्र
  - २) सार्वजनिक बांधकाम विभागाकडील नोंदणी प्रमाणपत्र (र.रु.१ कोटी पर्यंतच्या कामासाठी)
  - ३) सुशिक्षित बेरोजगार अभियंता असल्यास र.रु.१०० चे स्टॅम्प पेपरवरील बंधपत्र
  - ४) GST नोंदणी प्रमाणपत्र
  - ५) शॉप अँक्ट नोंदणी प्रमाणपत्र
  - ६) PF नोंदणी प्रमाणपत्र
  - ७) PF चलन (लगतचे महिन्यातील)
  - ८) ESI नोंदणी प्रमाणपत्र
  - ९) पॅन कार्ड
  - १०) आयकर भरलेचे विवरणपत्र
  - ११) STATEMENT I TO IV (बी-१ फॉर्म मधील विहित नमुन्यात)
  - १२) WORK IN HAND
  - १३) TURN OVER issue by C A
  - १४) BID CAPACITY issue by C A
  - १५) BANK SOLVANCY (Nationalize / Schedule Bank)
  - १६) अनुभवा संदर्भातील कागदपत्रे
  - १७) परिमाणा संदर्भात कागदपत्रे
  - १८) निविदा अटी शर्तीनुसार आवश्यक इतर कागदपत्र
  - १९) भागीदारी संस्था असल्यास पार्टनरशिप डिड व पावर ऑफ अॅटर्नी
  - २०) सार्वजनिक बांधकाम विभाग/ शासकीय / निमशासकीय संस्था यांनी काळ्या यादीत समावेश केला नसलेबाबतचे प्रतिज्ञापत्र

वाचले क्र.१) मा.आयुक्त यांचेकडील मंजूर निविदा अटी व शर्ती दिनांक २५/१०/२०२३  
२) मा.आयुक्त यांचा मान्य प्रस्ताव दिनांक ०३/०७/२०२४

पिंपरी चिंचवड महानगरपालिका,  
पिंपरी.४११०१८  
स्थापत्य मुख्यालय,  
क्र.स्था/१२/कावि/५९६/२०२४  
दिनांक ०३/०७/२०२४

विषय :- स्थापत्य विभागाकडील निविदा अटी-शर्तीमध्ये सुधारणा करणेबाबत...

आदेश,

उक्त विषयांकित प्रकरणी निविदा विषयक कामकाजासाठी महाराष्ट्र शासन सार्वजनिक बांधकाम विभाग यांचेकडून वेळोवेळी प्राप्त झालेले शासन निर्णयानुसार वाचले क्र.१ अन्वये दिनांक २५/१०/२०२३ रोजी स्थापत्य विभागाकडून सर्वसाधारण अटी शर्ती प्रसिध्द करणेत आलेल्या आहेत. तथापि, सदर अटीपैकी रकाना १ मध्ये नमुद केलेल्या अटी शर्तीमध्ये खालीलप्रमाणे बदल करणेत येत आहे.

अट क्र.	अटीचा तपशिल
(१)	(२)
२ब)	ठेकेदार महापालिकेत महापालिकेच्या स्थापत्य विभागात नोंदणीकृत असणे आवश्यक असणार नाही. तथापि <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> वर ई नोंदणी करणे आवश्यक राहिल. तसेच १.५ कोटी पर्यंतच्या रकमेच्या निविदा करीता महाराष्ट्र शासन सार्वजनिक बांधकाम विभागाकडील नोंदणी बंधनकारक राहिल. तथापि, १.५ कोटीच्या वरील निविदेसाठी पात्र असणा-या ठेकेदारांना महाराष्ट्र शासन सार्वजनिक बांधकाम विभागाकडील नोंदणी बंधनकारक असणार नाही. (सार्वजनिक बांधकाम विभागाकडील नोंदणी प्रमाणपत्रावर नमुद नावानेच निविदा भरणे बंधनकारक राहिल. नोंदणी प्रमाणपत्रावरील नावा व्यतिरिक्त अन्य नावाने निविदा भरल्यास सदरच्या निविदा या ग्राह्य धरल्या जाणार नाहीत.) मनपाच्या सर्व अटी शर्तीची पूर्तता करणे बंधनकारक राहिल. निविदा भरल्यानंतर कोणत्याही परिस्थितीत/कोणत्याही टप्प्यावर पात्र असूनही माघार घेतल्यास अशा ठेकेदारांसह सर्व पात्र ठेकेदारांचे दराचे पाकिट उघडणेत येईल.
११) ब)	देय कामांच्या किंमतीनुसार (प्रचलित दराने) अ)तीन सारख्या पध्दतीची कामे ज्यांची कामनिहाय किंमत, बोलावण्यात आलेल्या निविदेच्या अंदाजित रकमेच्या ४०% पेक्षा कमी नसावी किंवा ब) दोन सारख्या पध्दतीची कामे ज्यांची कामनिहाय किंमत, बोलावण्यात आलेल्या निविदेच्या अंदाजित रकमेच्या ५०% पेक्षा कमी नसावी किंवा क) एक सारख्या पध्दतीचे काम ज्याची किंमत, बोलावण्यात आलेल्या निविदेच्या अंदाजित रकमेच्या ८०% पेक्षा कमी नसावी.
२१)	हॉटमिक्स पध्दतीने डांबरीकरण करणेचे कामांसाठी ठेकेदारांचा हॉटमिक्स प्लॅट, पेव्हर, व्हायब्रेटर रोड रोलर व दोन इंटेलिजंट कॉम्पॅक्टर, १२० टी. पी. एच क्षमतेचा बॅचमिक्स प्लॅट तसेच RMC प्लॅट मनपा परिसरात अथवा मनपा हद्दीबाहेर जास्तीत जास्त ३० कि.मी. अंतराचे आत स्वतःच्या मालकीचा असणे बंधनकारक राहिल. Geo tagging — कंत्राटदाराने स्वतः किंवा त्यांच्या प्राधिकृत प्रतिनिधी (Authorized Representative) यांनी स्वतः करावयाची असून कंत्राटदाराने किंवा त्यांच्या प्राधिकृत प्रतिनिधी यांनी Geo tagging केल्याच्या प्रमाणपत्रावर दिनांक व वेळ नमुद करुन स्व स्वाक्षांकित (Self attested) करणे अनिवार्य राहिल. तसेच सोबत Location Map जोडावे.
नव्याने समाविष्ट अट क्र.२१)	यंत्रसामुग्री महाराष्ट्र शासन परिपत्रक क्र. सीएटी-२०१७/प्र.क्र.८/इम-२, दि.२७/०९/२०१८ चे शासन निर्णयातील परिच्छेद ५.५ मध्ये यंत्रसामुग्रीबाबत खालीलप्रमाणे नमुद केले आहे. १. पहिल्या १० वर्षाकरीता योग्यता प्रमाणपत्राची आवश्यकता नाही.

<p>२. कामांसाठी नवीन यंत्रसामुग्रीचे आयुर्मान १५ वर्ष गृहीत धरण्यात यावे.</p> <p>३. १० वर्षानंतर प्रतिवर्षी अधिष्ठाक अभियंता (यांत्रिकी) / सहा.मुख्य अभियंता (यांत्रिकी) यापैकी एकाने निर्गत केलेले योग्यता प्रमाणपत्र आवश्यक राहिल.</p> <p>तसेच उक्त शासन निर्णयात महाराष्ट्र शासन परिपत्रक क्र. सीएटी-२०१७/प्र.क्र.८/इम-२, दि.२९/०१/२०१९ अन्वये पुढीलप्रमाणे सुधारणा करणेत आली आहे.</p> <p>उक्त २ अंतर्गत कामांसाठी नवीन यंत्रसामुग्रीचे आयुर्मान १५ वर्ष गृहीत धरण्यात येण्याबाबत सुचना दिलेल्या आहेत. तथापि, परिवहन विभागाने १५ वर्षांपुढील सुस्थितीतील वाहनांना परवाना दिल्यास सदरची यंत्रसामुग्री ग्राह्य धरण्यात येईल.</p>
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तसेच समतुल्य कामाचा अनुभव व महत्वाच्या कमाल ५ व किमान ३ बाबींचे परिमाणाबाबत.

The Similar Work/ Works executed consisting of items such as Building, Rigid / Flexible Pavement, storm water, drainage, footpath, kerbing, utility laying work, street furniture and signage etc. in single work order issued by the client. The amounts under single work order will only be considered for the qualifying criteria.

Experience of having Similar Type of main items in Works with Government / Semi Government / Municipal Corporation / Municipal Council or Public Sector Undertaking as a Prime Contractor in Tendered work during one of the Last ५ Years

The Bidder should have completed the minimum quantities mentioned in table in any single year cumulatively during last five years. The items mentioned in the table needs not to be achieved in any particular year simultaneously for all items.

सबब मी आयुक्त, पिंपरी चिंचवड महानगरपालिका, पिंपरी ४११ ०१८ उक्त नमुद केलेप्रमाणे स्थापत्य विषयक कामांसाठी सर्वसाधारण अटी व शर्तीमध्ये बदल / नवीन अटीचा समावेश करणेस मान्यता देत आहे. सदरच्या अटी शर्ती आदेशाच्या दिनांकापासून लागू राहतील.



आयुक्त

पिंपरी चिंचवड महानगरपालिका  
पिंपरी ४११ ०१८

- वाचले - १) मा. आयुक्त यांचे आदेशानुसार गठित केलेल्या शहर अभियंता, सहशहर अभियंता (ड व ह क्षेत्रीय कार्यालय), सह शहर अभियंता (बीआरटीएस), सह शहर अभियंता (पाणीपुरवठा व जलनिःसारण), लेखाधिकारी (स्थापत्य) या समितीचा दि. १४/१/२०२१ च्या बैठकीचा अहवाल.
- २) मा. आयुक्त यांचेकडील दि. २५/०१/२०२१ चा मंजूर प्रस्ताव.

पिंपरी चिंचवड महानगरपालिका,  
पिंपरी-४११०१८  
शहर अभियंता कार्यालय  
स्थापत्य /श.अ/तां/४/५४/२०२१  
दिनांक - २७/०१/२०२१

विषय:- ३०% कमी व त्यापेक्षा अधिक कमी निविदादर असलेल्या विकासकामांचे कार्यप्रणालीबाबत.....

### परिपत्रक

पिंपरी चिंचवड शहराच्या विकासासाठी महानगरपालिकेतर्फे विविध विकास कामे करण्यात येतात. सदर विकास कामांसाठी विविध विभागामार्फत निविदा काढण्यात येतात. यासाठी ठेकेदारांमार्फत निविदा भरण्यात येतात. सद्यस्थितीत सदरचे निविदा दर हे जवळ जवळ ३०% ते ४०% पर्यंत कमी असे प्राप्त होत आहेत. याबाबत मा. स्थायी समितीमध्ये चर्चाही करणेत आली आहे. त्यास अनुसरून मा. शहर अभियंता यांचे अध्यक्षतेखाली गठित केलेल्या समितीच्या दि. १४/१/२०२१ रोजीच्या बैठकीमध्ये ३०% कमी व त्या पेक्षा अधिक कमी निविदादर असलेल्या विकासकामांकरिता खालीलप्रमाणे कार्यप्रणाली तयार करणेत आली आहे.

- १) ज्या कामांचा निविदादर ३०% कमी व त्या पेक्षा अधिक कमी असा आहे ती कामे “विशेष काळजी घेणेची कामे” म्हणून घोषित करावीत.
- २) सदर कामातील प्रत्येक बाबीचे काम सुरु करण्यापूर्वीचे व नंतरचे सविस्तर छायाचित्र “ Time stamp camera” या app च्या माध्यमातून घेण्यात यावेत व नस्तीबध्द करण्यात यावेत. छायाचित्र Latitude व longitude सहित असावेत.
- ३) सदर कामामध्ये वापरण्यात आलेल्या सामुग्रीचे GST सहित मुळ चलन घेणेत यावे. ज्यामध्ये कामाचे नाव व निविदा क्रमांक नमूद असेल. डांबराचे चलन देखील कामाच्या नावासहित व निविदा क्रमांकासहित घेणे.
- ४) चलनामध्ये नमुद केलेल्या पुरवठादाराकडून साहित्य घेतलेल्या GST पावत्या सादर कराव्यात.
- ५) सदर कामाची कमीत कमी ३ RA बिलांमार्फत बिल अदायगी करणेत यावी. प्रत्येक बिलाची रक्कम ही निविदा रक्कमेच्या ४०% पेक्षा जास्त नसावी व प्रत्येक RA बिलाची तांत्रिक मान्यता घेण्यात यावी.
- ६) Material Consumption Statement रजिस्टर ठेवणेत यावे-व बिल अदायगी वेळी ते Total quantity शी tally करावे.
- ७) सदर कामांच्या बिलातील कमीतकमी ५०% मोजमापाचे इतर उपविभागातील उपअभियंता यांचेकडून पुर्नतपासणी करणेत यावी.
- ८) सदर कामांच्या मोजमाप पुस्तकात उप अभियंता यांनी ५०% तपासणी व कार्यकारी अभियंता यांनी १०% तपासणी करून नोंद करावी.
- ९) S.G.S. व I.R.S. यांचेकडून सदर कामाचे Quality सोबतच कमीतकमी २५% मोजमापाचे परिमाण देखील तपासणी करून घ्यावे जी डांबरांची कामे प्रगतीपथावर आहेत तसेच, ज्या रस्त्यांच्या लांबी पुर्ण झालेल्या आहेत अशा कामांचे Random पध्दतीने Core घेऊन, थराच्या जाडीची तपासणी करून घ्यावी.
- १०) स्थापत्य मुख्य कार्यालयाकडील विशेष योजना अंतर्गतची डांबरीकरणाची कामे व ट्रेन्सेसची विशेष कामे

वगळता एका आर्थिक वर्षामध्ये एका ठेकेदारास (संस्थेस) एका क्षेत्रीय कार्यालय कार्यक्षेत्रात जास्तीत जास्त र.रू. ७ (सात) कोटी पर्यंत कामे घेता येतील.

११) क्षेत्रीय कार्यालयाकडील कामांसाठी एका ठेकेदारास (संस्थेस) एका क्षेत्रीय कार्यालय कार्यक्षेत्रात जास्तीत जास्त ३ (तीन) कामे घेता येतील तसेच मुख्य कार्यालयाकडील विशेषयोजना डांबरीकरणाची कामे वगळता एका आर्थिक वर्षामध्ये एका ठेकेदारास (संस्थेत) एका क्षेत्रात जास्तीत जास्त ३ (तीन) कामे घेता येतील.

१२) डांबराच्या कामाकरिता VTS-Vehicle Tracking System असावी

१३) सदर कामांचे शहर अभियंता / सह शहर अभियंता यांच्या पुर्वपरवानगी शिवाय Quantity Variation ग्राह्य धरले जावू नये निविदेतील परिमाणापेक्षा जास्तीचे परिमाण आवश्यक असल्यास वरीष्ठ अधिका-यांकडून प्रस्ताव ठेवून मंजूरी घेऊनच काम करावे.

तरी, सदरच्या परिपत्रकात नमुद केलेल्या कार्यप्रणाली प्रमाणे कार्यवाही करणेत यावी.

शहर अभियंता

पिंपरी चिंचवड महानगरपालिका,

पिंपरी-४११०१८

प्रत:-

- १) मा. आयुक्त, पिंपरी चिंचवड महानगरपालिका, पिंपरी-१८, यांचे माहितीसाठी.
- २) मुख्य लेखा व वित्त अधिकारी, पिंपरी चिंचवड महानगरपालिका, पिंपरी-१८
- ३) मुख्य लेखा परिक्षक, पिंपरी चिंचवड महानगरपालिका, पिंपरी-१८
- ४) सहशहर अभियंता (ड व ह क्षेत्रीय कार्यालय), पिंपरी चिंचवड महानगरपालिका, पिंपरी-१८
- ५) सह शहर अभियंता (बीआरटीएस), पिंपरी चिंचवड महानगरपालिका, पिंपरी-१८
- ६) सह शहर अभियंता (पाणीपुरवठा व जलनिःसारण), पिंपरी चिंचवड महानगरपालिका, पिंपरी-१८
- ७) कार्यकारी अभियंता, स्थापत्य अ/ब/क/ड/इ/फ/ग/ह क्षेत्रीय कार्यालय/स्थापत्य उद्यान विभाग/  
बीआरटीएस विभाग - १ व २/बीएसयुपी- ईडब्लुएस/झोनिपु स्थापत्य
- ८) लेखाधिकारी, स्थापत्य

**परिशिष्ट -१**

(१) मराठी

नमुना सत्यप्रतिज्ञापत्र (रु.५००/- च्या स्टॅम्प पेपरवर)

**सत्यप्रतिज्ञापत्र (Affidavit)**

मी ----- वय वर्षे ----- राहणार ----

----- या सत्यप्रतिज्ञा पत्राद्वारे लिहून देतो की, मी ----- या फर्मचा/ कंपनीचा मालक असून ----- या कामासाठी निविदा सादर करीत आहे. त्या निविदेच्या लिफाफा क्र.१ मध्ये जी कागदपत्रे सादर केली आहेत ती खरी, बरोबर व पूर्ण आहेत, त्यामध्ये कोणत्याही त्रुटी, चुका नाहीत, याची मी खात्री केलेली असून असे शपथपूर्वक खालील अटी व शर्तीसह मान्य करीत आहे. या कागदपत्रांमध्ये काही चुकीची, दिशाभूल करणारी, खोटी व तसेच अपूर्ण माहिती आढळल्यास मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

१. जर कंत्राट कालावधीदरम्यान, मी, माझ्या कार्यालयाने किंवा माझ्या कर्मचा-यांनी सार्वजनिक बांधकाम विभागाला कोणतीही खोटी माहिती किंवा देयकासमवेत तसेच पत्रव्यवहारात खोटी / बनावट साहित्य खरेदीची कागदपत्रे सादर केली असल्यास, मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

२. जर कंत्राट कालावधीदरम्यान आणि काम समाप्ती नंतर, अंतिम देयक देण्याच्या तारखेपर्यंत सादर केलेले कोणतेही कागदपत्रे खोटी / बनावट किंवा फसवी आढळल्यास, मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

३. जर काम समाप्तीनंतर दोष दायित्व कालावधी दरम्यान किंवा त्यानंतर कोणत्याही वेळी, कोणतीही माहिती किंवा कागदपत्रे खोटी/बनावट, फसवी किंवा दिशाभूल करणारी आढळल्यास, मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

**कंत्राटदाराची सही/शिक्का**

**(2) English**

**Affidavit ( on Rs.500/- Stamp Paper)**

I ..... age ..... address  
..... (Authorized signatory to sign the contract), hereby submit, vide this  
affidavit in truth, that I am the owner of the contracting firm ..... /  
authorized signatory and I am submitting the documents in envelope no.1 for the purpose of  
scrutiny of the contract. I hereby agree to the conditions mentioned below :-

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

**(Signature of contractor)**

**(seal of company)**

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 नसुन, सादर काम मी स्वतः करणार आहे.

पिंपरी चिंचवड महानगर पालिकेचे स्थापत्य विभागामार्फत सन २०१८-१९ या वर्षामध्ये नव्याने समाविष्ट करण्यात आलेल्या निविदा अट क्र. ९ नुसार प्रतिज्ञापत्र पुर्वकलिहून देतो की, मी सुशिक्षित बेरोजगार अभियंता असुन, 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 राहील. 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:-

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

**PRICE VARIATION CLAUSE**

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

- (i) Labour Component.
- (ii) Material Component.
- (iii) Petrol, Oil and Lubricants Component.
- (iv) Bitumen Component.
- (v) TMT FE 500 steel Component.
- (vi) Cement Component.

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

Sr. No	Type of Work	Labour Component (K1)	Material Component (K2)	Petrol, Oil & Lubricant Component (K3)
1	Earth Work	49%	47%	4%
2	G.S.B. & W.M.M.	42%	49%	9%
3	B.M., D.B.M., & A.C.B.B.M.	25%	61%	14%
4	C.D. Works, Cross Pipes, Service Pipes etc	41%	52%	7%
5	Other remaining Civil Works	27%	72%	1%
6	Water supply	35%	63%	2%
7	Under ground Drainage	45%	53%	2%

- 1. Bitumen Component – Actual
- 2. TMT FE 500 Steel Component – Actual
- 3. Cement Component – Actual

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

**Maximum amount due to price variation will be restricted to 5% of the accepted contract value excluding the compensation payable for the materials (bitumen, steel and cement) which have been directly given difference in purchase price and star rate.**

### **1. Formula for Labour Component:**

$$V1 = 0.85 P \{K1/100 \times (L1 - L0) / L0\}$$

Where,

V1 = Amount of Price Variation in Rupees to be allowed for labour component.

P = Cost of work done including accepted tendered rate during the period under consideration minus the total cost of Cement, TMT FE 500 Steel, Bitumen calculated as per the basic rate used for preparing estimate for technical sanction including accepted tendered rate or total cost of cement, HYSD & Mild steel, Bitumen calculated as per C0, S0 & B0 whichever is higher.

K1 = Percentage of Labour Component as indicated above

L0 = Basic Consumer Price Index for Pune Center, shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

L1 = Average Consumer Price Index for Pune Center during the month under consideration.

### **2. Formula for Material Component:**

$$V2 = 0.85 P \times \{(K2/100) \times (M1 - M0) / M0\}$$

Where,

V2 = Amount of Price Variation in Rupees to be allowed for Material component.

P = Same as worked out for labour component.

K2 = Percentage of materials Component as indicated above

M0 = Basic Wholesale Price Index shall be average wholesale price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

M1 = Average Wholesale Price Index during the month under consideration

### **3. Formula for Petrol, Oil and Lubricant Component:**

$$V3 = 0.85 P \{(K3 /100) \times (P1-P0)/P0\}$$

Where,

V3 = Amount of Price Variation to be allowed for POL component.

- P = same as worked out for labour component.  
K3 = Percentage of Petrol, Oil and Lubricant Component.  
P0 = Average Price of H.S.D. at Pune during the quarter preceding the month in which the last date prescribed for receipt of tender, falls.  
P1 = Average Price of H.S.D. at Pune during the month under consideration

#### **4. Formula for Bitumen Component:**

$$V4 = QB (B1 - B0)$$

Where,

- V4 = Amount of Price Variation in Rupees to be allowed for Bitumen component.  
QB = Quantity of Bitumen (Grade) in metric tones used in the permanent works and approved enabling works during the month under consideration.  
B1 = Current, average price as circulated by the office of the City Engineer, Pimpri Chinchwad Municipal Corporation, Per metric tonne of bitumen (Grade) under consideration including all taxes (GST etc.) during the month under consideration.  
B0 = Basic rate of Bitumen in rupees per metric tones as considered for working out value of P or average price as circulated by the office of the City Engineer, Pimpri Chinchwad Municipal Corporation, in rupees per metric tones including all taxes (GST etc.) of bitumen for the grade of bitumen under consideration prevailing month preceding the month in which the last date prescribed for receipt of tender, falls whichever is higher.

#### **5. Formula for TMT FE -500 Component:**

$$V5 = QS \times (S1 - S0)$$

Where,

- V5 = Amount of Price Variation in Rupees to be allowed for TMT FE 500 Steel component.  
QS = Quantity of steel in M.T. used in the work during month under consideration.  
S0 = Basic rate of Steel in rupees per metric tone as considered for working out value of 'P' or average price in rupees per M.T. including taxes, (GST etc.) as circulated by the office of the City Engineer Pimpri Chinchwad Municipal Corporation, under consideration, prevailing one month preceding the month in which the last date prescribed for receipt of tender, falls, whichever is higher.  
S1 = Current average price in rupees per M.T. of steel including all taxes (GST etc.) as circulated by City Engineers office, Pimpri Chinchwad Municipal Corporation. During the month under consideration.

#### **6. Formula for Cement component:**

$$V6 = QC \times (C1 - C0)$$

Where,

- V6 = Amount of Price variation in Rupees to be allowed for cement component.
- QC = Quantity of cement in M.T. used in the work during month under consideration.
- C0 = Basic rate of cement in rupees per M.T. as considered for working value of 'P' or average price per M.T. including all taxes, (GST etc.) as circulated by the office of the City Engineer Pimpri Chinchwad Municipal Corporation under consideration, prevailing one month preceding the month in which the last date prescribed for receipt of tender, falls, whichever is higher.
- C1 = Current average price in rupees per M.T. of cement including taxes, (GST etc.) as circulated by City Engineers office, Pimpri Chinchwad Municipal Corporation during the month under consideration.

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

- |                    |       |  |   |
|--------------------|-------|--|---|
| 1) Cement (Co)     | = Rs. |  | per M.T.  |
| 2) TMT FE 500 (S0) | = Rs. |  | - per M.T.  |
| 3) HYSD (TOR)      | = Rs. |  | per M.T   |
| 4) Mild Steel      | = Rs. |  | /- per M.T  |
| 5) Bitumen         | = Rs. |  | /- per M.T. for VG -30 (60/70) grade (Bulk Ex Refinery) |

The following conditions shall prevail:

- (i) The Operative Period of the Contract shall mean the period commencing from the date of the work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the contract for works expires, taking in to consideration the extension of time, if any, for completion of the work granted by the approving authority under the relevant clause of the conditions of contract in case other than those where such extension is necessitated on account of default of the contractor. The decision of the Engineer – in – charge as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance work from the date of levy of such compensation shall be worked out by freezing of all the indices, and prices of material i.e. L1, M1, P1, B1, S1 and C1 to the month preceding the month from which such compensation is levied.
- (ii) This Price Variation Clause shall be applicable to all contracts in B-1/B-2 and C form but shall not apply to piece works, The price variation shall be determined during period under consideration as per formula given above clause. For V1, V2,V3, V4, V5,& V6 for each month.
- (iii) The Price Variation under this clause shall not be payable for the extra items required to be executed during the completion of the work of the contract form B1/B2 respectively. In other words, when the completion/execution of extra

items, of the contract form B-1/B-2 extends beyond the operative date of the DSR then rates payable for the same beyond that date shall be revised with reference to the current DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the contract, whichever is less.

- (iv) ~~Price Variation Clause shall be applicable for works with time limit more than 12 calendar months and having tender cost more than Rs. 25.00 lakh~~

Refer conditions No.26 of General Terms and conditions Publish No.civil/eho/276/2019 dt.02/12/2019

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

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

Note: - A) The rate difference for cement & steel is not applicable for factory made/precast/readymade items such as RCC pipes, Chamber Covers, Paver Blocks, Precast kerbs/dividers etc. under price variation clause.

B) Rate difference is not payable to other materials except cement, TMT FE 500 steel & bitumen.

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

**SD/ -**

City Engineer  
PCMC, 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 \_\_\_\_\_

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\* 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.

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 \_\_\_\_\_

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## INSTRUCTIONS FOR THE TENDERER

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Sr. No.	Particulars
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### 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.

Contractor

No. of. Corrections

Executive Engineer

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### 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. 2**

**Details of works of similar type and magnitude carried out by the contractor.**

**NAME OF THE TENDERER :**

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

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

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## PIMPRI CHINCHWAD MUNICIPAL CORPORATION

### ENGINEERING DEPARTMENT INVITATION FOR TENDERS DETAILED TENDER NOTICE

**NAME OF WORK :**

1. Offers by the way of E-Tendering in B-1 percentage rate tenders in B FORM are invited from Contractors registered or Un- registered in Category .....and 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 <https://Mahatender.gov.in> web Tenders for these works are to be submitted by e-tendering system-for this purpose contractors are required to register themselves with <https://Mahatender.gov.in> Web portal. Registered bidders can avail the e-tender document from ..... To .....up 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 I Publication on website.

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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 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 5% 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 telegraphically or other wise and either by the office competent to accept the tender or by other authorities such as 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 inclusive of all taxes /fee i.e. GST etc No 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 EMDT 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 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 [website www. mahatender.gov.in](http://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 website, 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). 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 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.

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**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.

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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 successful 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.

Contractor

No. of. Corrections

Executive Engineer

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**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.

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 Contractor

No. of. Corrections

 Executive Engineer
 

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- (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.

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8. The Memorandum of work to be tendered for and the schedule of materials to be supplied by the Corporation and their rates shall be filled in 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 City Engineer) 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 City Engineers 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.

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Contractor

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Executive Engineer

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**MEMORANDUM**

1 (a) General Description

(a) If several sub-works are included they should be detailed

in a separate list.

(b) Estimated Cost .....Rs.

(c) Earnest Money .....Rs.

(c) The amount of earnest money to be deposited

(d) Security Deposit

(i) Cash (not less than the amount of earnest money) .....Rs.

(d) Security Deposit

(ii) To be deducted from current bills

(iii) To be de deducted from final bill .....Rs.

**Total ..... Rs.**

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 adiuusted 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.

Contractor

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Executive Engineer

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 City Engineer (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.

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 City Engineer (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. City Engineer, 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 City Enginee, 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 City Engineer shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of 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 certificete 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 City Engineer shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 days notice in 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 City Engineer taking action under sub-clause (a) or (c) of clause 3. he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work 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 / City Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer, or in the opinion of Executive Engineer / City Engineer as the case may be if in his opinion, there were reasonable ground for granting an extension, grant such extension as he thinks necessary or proper, the decision of the City Engineer in this matter shall be final.

**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 nto preclude the Engineer-in-charge from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof

Payment on intermediate ertificate 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 so supplied shall be set off or deducted from any sums then due, or thereafter to become due to contractor under the contract, or otherwise, or from the security. Deposit or the proceeds of sale thereof if the security deposit is held in pledged securities. the same or a sufficient portion thereof shall in that case be set off 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 three 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 with specifications, drawings, and 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 liberry 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 be 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 City Engineer will be final.

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

Where, however, the work is to be executed according to the designs, drawings and 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.

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Contractor

No. of. Corrections

Executive Engineer

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

**Clause -15 :**

- 1) If at any time after the execution of the contract documents the Engineer shall for any reason whatsoever (other than default on the part of the Contractor for which the Corporation is entitled to rescind the contract) desires that the whole or 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 withdrawn 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 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

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Contractor

No. of. Corrections

Executive Engineer

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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 contract ..... 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 to 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 conditions 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 such 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

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- (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 uneually
    - (ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping of slipping, and
    - (iii) be kept free from any unnecessary obstruction
  - (i) 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 safely
    - (ii) every working platform and gangway shall have adequate width and
    - (iii) every working platform, gangway, working place and stairway shall be suitable fenced.

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- (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

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- (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, Measure for prevention of fire trees, brushwood or grass without a written permit form the Executive Engineer.

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.

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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 City Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in charge from any sums that may be due or become 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 ensure 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, oif any way arising out of or relating to the contract, designs, drawings, specifications estimates, instructions, orders or these condiions, or otherwise concerning the works or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

(2) The contractor may within thirty days of receipt by him of any order passed by the Executive Engineer as aforesaid appeal against it to the City Engineer as aforesaid appeal against it to the City Engineer 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 City Engineer as aforesaid. The contractor may within thirty days of receipt by him of any such order appeal against it to the commissioner, and the decision given by the commissioner will be final.

Stores of European or American manufacture to be obtained from the Corporation

**Clause - 31 :** The contractor shall obtain from the engineering departmental store - all stores and articles of European or American manufacture which may be required for the work. Or any part thereof or in making up any 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 of 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 respects in accordance with all instructions and requirements of the Engineer-in-Charge.

**Clause - 34 :** The expression Works or Work where used in these Definition of work 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.

**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.

Contractor's percentage whether applied to net or gross amount of bill

**Clause - 36 :** All quarry fees, royalties, Octroi dues and ground rent for stacking materials if any, shall be paid by the contractor.

Payment of quarry fees and royalties.

**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 Compensatioin shall be recovered in the manner laid down in clause I above.

G.R. No. Misc. 02/05 (291)  
Building. 2 dated 11-9-2003

**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.

Compensation under workmen's Compensation Act.

**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.

- (a) The workers shall be required to use the equipement so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

- (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 Employment of famine labour etc. labour of a particular kind or class if ordered in writing to do so by the Engineer- in -Charge.

**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 cheque drawn on any Bank within the Pimpri Chinchead 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.

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**Clause - 46 :** If Government declares a state of scarcity or famine to Employment of scarcity labour 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 an 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 no 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 Hording and Profiteering Prevention Ordinance, the contractor will specifically mention this fact in this tender along with the reasons for quoting such higher prices. The purchase at his discretion will in such case exereise the right of revising the price at any stage so as to conform with the controlled price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

**Clause - 48 :** The rates 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 laborers 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 applicble 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 fo 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, wiremen, 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 anti 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 Programme and as directed by the Joint Director (M & F) of health Services, Pune.
- (D) In case of default in carrying out prescribed anti-malaria measure resulting in increase in Malaria incidence contractor shall be liable to pay to Government the amount spent by Government on anti-malaria measures to control the situation in addition to fine.

**(E) RELATION WITH PUBLIC AUTHORITIES**

The contractor shall make sufficient arrangement for draining away the sullage water as well as water coming from the bathing and washing places and shall dispose of this water in such a way as not to

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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 City Engineer. But if the contractor be dissatisfied with the decision of the City Engineer or as to with holding by the City Engineer of any certificate of the City Engineer or as to with holding by the City Engineer of any certificate to which the contractor may within 60 day after receiving notice of such decision give a written notice to the other party requiring that / may claim to be 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 to 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 not be opened or entered upon until after the completion or alleged. Completion of the works or until

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after the practical cessation of the works arising from any cause unless with the written consent of the City Engineer, Provided always that the Corporation shall not withhold the payment of an interim certificate nor the contractor in any way delay the carrying out of the works by reason of any such matters, question or dispute being referred to the Committee but shall, proceed with the work with all the diligence and shall, until the decision of the committee abide by the decision of the City Engineer and no award of the Committee shall relieve the contractor of his obligations to adhere strictly to the City Engineers 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 Insurance, 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	
<b>Cement</b>	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

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**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 sin 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 coast 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.

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- 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.

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- 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',

Contractor

No. of. Corrections

Executive Engineer

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## 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.

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## **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 HIMSELE 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 DISCREPANCIES :**

- 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 CHANGE 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 or 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 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.

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- 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 pressure, 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 replacenment 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 threin from time to time.

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## **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.

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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 clam 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.

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## 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 qkoted 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 City Engineer 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-chargess if so desired by the letter.

## 2.14 TEPORARY 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.

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- 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 of 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 units 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 fall 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.

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- 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 whatsoever 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.

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### **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 constructed.
  - 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 avoided. 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.

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- 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.

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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 Governments 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 "City Engineer" 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 ti 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 temporaary 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 wriing to the contractor by the Engineer.

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- 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 available at the time of issue of tender
  - k) "Provisional items" shall mean 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 for 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 form 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 completion 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.

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## 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 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 at a salient point and comparing them with those computed ones. The two should closely agree with residual deflection after removal 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 units 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.

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### **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 be 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.

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- 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, makeing new cart tracks, control charges, Central / State Government or Municipal Taxes, Local Borad 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 unauthorisely obtained from such place, the contractor or piece worker shall have to make good the damages and pay such compensation, in additon 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 permission 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.

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- 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 removed 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 stacked 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 or 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.

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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 contactor 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 precutions 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.

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- 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 shown 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.

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- 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.

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## 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.

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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 unertake 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  
Civil Dept.  
P.C.M.C. Pimpri - 18**

**Signature of Contractor (s)**

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Contractor

No. of. Corrections

Executive Engineer



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 :-----