

# GOVERNMENT OF GUJARAT



सत्यमेव जयते

## NARMADA, WATER RESOURCES, WATER SUPPLY & KALPSAR DEPARTMENT TENDER DOCUMENTS

FOR

Providing unskilled labour Rojamdard / Chokidar for Gate Operation, cleaning of canal, water management during canal rotation in Silvassa Section , Vapi-1 & Vapi-2 Section For the Year 2026-27.

Estimated Cost Rs. :-

**23,23,024/-**

Date of Downloading	Up to Dt. 20 / 06 / 2026
Date of online Submission	Up to Dt. 04 / 07 / 2026 up to 18.00 Hrs
Date of Submission of Tender Fee, EMD & Other Documents	Up to Dt. 14 / 07 / 2026
Date of opening of Bid	Dt. 06 / 07 / 2026 at 12.05 Hrs.

### VOLUME : I

(A) Section-I	Standard Bid Document
(B) Section-II	SCHEDULE "B" ITEMWISE DETAILS
(C) Section-III	General Condition
(D) Section -IV	Work and Site Condition
(E) Section -V	Special Condition
(F) Section-VI	Specification For Material
(G) Section-VII	Itemwise Detail Technical Specification

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# **DAMANGANGA PROJECT CIRCLE, VALSAD**

## **DRAFT TENDER PAPERS FOR THE WORK OF**

**Providing unskilled labour Rojamdar / Chokidar for Gate Operation, cleaning of canal, water management during canal rotation in Silvassa Section , Vapi-1 & Vapi-2 Section For the Year 2026-27.**

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# **SECTION - 1**

## **NOTICE INVITING TENDER &TERMS AND CONDITION OF CONTRACT**

# **STANDARD BIDDING DOCUMENT**

## **PROCUREMENT OF**

## **CIVIL WORKS**

### **Name of Work:**

**Providing unskilled labour Rojamdar / Chokidar for Gate Operation, cleaning of canal, water management during canal rotation in Silvassa Section , Vapi-1 & Vapi-2 Section For the Year 2026-27.**

## **COMPLETE BIDDING DOCUMENT**



**GOVERNMENT OF GUJARAT**  
**Water Resources Department**

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**INVITATION FOR BID  
(IFB)**

## NATIONAL COMPETITIVE BIDDING

1. The office of the **Executive Engineer, Damanganga Canal Distry Division No.03, Balitha-Vapi.** invites bids for the construction of works detailed in the table. The bidders may submit bids for any or all of the following works.

**TABLE**

Pack age No.	Name of work	Approximate value of works (Rs.)	Bid security (Rs.)	Cost of docum ent	Period of comple tion	#Class of Registration / Category of contractor if required
1	2	3	4	5	6	7
	Providing unskilled labour Rojamdar / Chokidar for Gate Operation, cleaning of canal, water management during canal rotation in Silvassa Section , Vapi-1 & Vapi-2 Section For the Year 2026-27.	<b>23,23,024/-</b>	<b>24,124/-</b>	<b>900/-</b>	<b>11 Months</b>	<b>Class-E1 &amp; above</b>

2. Prospective / Interested bidder may download the Bid Documents from website <https://www.tender.nprocure.com> free of cost till the Time and Date as mentioned on online NIT at website <https://www.tender.nprocure.com> .

#

3. However, Bidder who is submitting the Bid Online will have to pay the Bid Document Fee / Tender Fee through Demand Draft only of any Schedule Bank payable at Vapi-Valsad and in favor of '**Executive Engineer, Damanganga Canal Distry Division No.03, Balitha-Vapi.** Once the Bid is received online, Bid Document / Tender Fee will not be refundable. As Per GoG R&B Department's Circular No. PARACH/102/000/IB/221/(59)/C Dated.24/01/2007

The Demand Draft for Bid Document / Tender fee and FDR / Bank Guarantee against Bid Security / EMD shall be submitted in electronic format through online (by scanning) while uploading the bid, this submission shall mean that bid document / tender fee and Bid Security / EMD has been received. Accordingly, the offer of only those shall be opened whose Bid Document / Tender Fee and Bid Security / EMD have been received electronically. However, for the purpose of realization of Demand Draft, and FDR / Bank Guarantee bidder shall send the same in original through R.P.A.D. so as to reach to '**Executive Engineer, Damanganga Canal Distry Division No.03, Balitha-Vapi.** within 7 Days from the last day of bid submission.

Penaltative action for not submitting Demand Draft / FDR / Bank Guarantee in original to Executive Engineer / Tender Inviting Authority by bidder shall be initiated.

4. Bids received online, will be opened on the time, date and place as specified in the online NIT at website <https://www.tender.nprocure.com> in the presence of the bidders or their

authorized representatives, who wish to remain present.

5. ~~A pre bid meeting will be held on .....at .....hrs. at the office of Executive Engineer, Damanganga Canal Distry Division No.03, Balitha Vapi. to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in clause 9.2 of 'instructions to Bidders' of the bidding documents.~~

If the office happens to be closed on the day of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

6. #Bid Security (EMD) is equal to 1% of Estimated Amount put to bid / tender and should be rounded off to the next thousand rupees.
7. Other Information is as under:
- A. Agencies can prepare and edit their offers a number of times before the end of the tender submission date and time. After the tender submission date and time, the bidder cannot modify / edit / withdraw their submitted offer in any case. No written or online request in this regard shall be granted.
  - B. Offers in physical form will not be accepted in any case.
  - C. Demand Draft purchased by the other then bidder and issued after the last date of submission of Bids, will not be considered or accepted.
  - D. The cost incurred by the contractor for this offer for clarification or attending discussion, conferences or site visits will not be reimbursed by the Employer or Engineer-in-Charge.
  - E. Conditional tender shall not be accepted.
  - F. Any changes, addition, alternation made in the prescribed form attached with tender are liable to be rejected.
  - G. Any change in format or conditional Bank Guarantee will not be accepted and the bidder will be considered non-responsive.
  - H. All the bidders are instructed to fill in information strictly in accordance with the format given in the checklist /qualification document / tender document.
  - I. It is mandatory for the bidders to supply each and every information as asked strictly in electronic format at appropriate places only.
  - J. Blank / insufficient information shall be treated as nil information and shall result in disqualification.
  - K. Even if the bidder has been qualified in a similar or larger size of project in the past, it shall not be deemed to be a ground / reason for not giving required information for this work / bid.
  - L. Information supplied for earlier projects shall not be considered while evaluation of this bid. The Government will not ask for any other information, unless it is found absolutely necessary by the competent authority.
  - M. If found necessary, the contractor will be intimated for negotiation,

**# For the works costing up to Rs. 7.5 crore (WRD Works), R s . 7.0 crore (ROAD/ BRIDGE/ BUILDING WORKS), Rs. 0.5 Crore (Electrical Works) kindly refer to GoG NWRWS & K Department's Circular No. Paracha/1097/1397(11)/pa.fa./ MICELL(k-1) dated 18/01/2018 and Dated 30/09/2022**

For the works costing under Rs. 7.5 crore for Construction work of Water Resources Department, Rs. 7.0 crore for Roads, Bridges and Building and Rs. 050 crore for Electrical work following documents shall be submitted in electronic format only through online by scanning and the (i) Bid Document Fee / Tender Fee (ii) Bid Security / EMD should be sent in original to the Tender opening authority through RPAD, so as to reach the Executive Engineer within 7 days from last day of submission of Bid.

1. Tender Fee
2. EMD/EMD Exemption Certificate.
3. PAN Card Issued by Income Tax Department.
4. Registration Certificate of appropriate class of contractor.
5. GST Registration.
6. Undertaking by the Agency that he has access to, or has available, liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantees) and / or Bank Certificate for Evidence of Access to or Availability of Credit Facilities, as per Section 4.5.6 of SBD Book (Amount As per Appendix to ITB, point no. 8 & in the form prescribed in Section-2 of SBD Book). (mandatory)
7. Affidavit (as per Section 2 of SBD Book).
8. Litigation History as per section-1, clause 4.5.8 & in the form prescribed in Section-2 of SBD –Book.
9. FORM OF BID (as per Section 6 of SBD Book)
10. Partnership Deed (If Any) of bid (If Any)
11. Power of Attorney of the signatory of bid.
12. Scanned copy of Similar work experience certificate (3A) to be uploaded.
13. Scanned copy of P.F. Certificate of the agency is to be uploaded.
- ~~14. Bid Capacity: It is Mandatory to provide information for assessment of bid capacity as per Section-1, point 4.7. It is to be provided in the form prescribed in section 2, point 1.2 & 1.4. Also provide calculated/derived value of your Bid capacity as per given formula & attach the Calculation sheet for the same. Necessary Certificates showing year wise breakup of work done amount, issued by concerned Engineer-In-Charge, are required to be attached.~~

The bidders should note that the above documents should be scanned electronically invariably. Scanning of Each & every above documents are mandatory, for the purpose of opening of the tender. The bidders who will not scan the above documents, their tender will not be opened.

Tender documents are only available in Electronics form. Bidders shall download the tender documents up to time specified in column No.3(B)-2. The demand draft towards tender documents fees along with Earnest Money deposit can be submitted during the period as specified in para -3(B)-3 above.

**SECTION - 1**  
**INSTRUCTIONS TO BIDDERS**  
**(ITB)**

## Section 1: Instructions to Bidders

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## **A. GENERAL**

### **1. Scope of Bid**

- 1.1 The Employer (Named in Appendix to ITB) invites bids for the Construction of works (as defined in these documents and referred to as 'the works') detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder/ tenderer, bid / tender, bidding/ tendering, etc.) are synonymous.

### **2. Source of Funds**

- 2.1 The expenditure on this project will be met from the budget of Govt. of Gujarat / Govt. of India for centrally sponsored projects.

### **3. Eligible Bidders**

- 3.1 This Invitation for Bids is open to all eligible bidders.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

### **4. Qualification of the Bidder**

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

4.2 Deleted

4.3 Deleted

4.4 Deleted

### **#4.5 QUALIFICATION CRITERIA:**

**(Applicable for the works which require Pre Qualification) As Per GoG NWRWS & K Department's Circular No. Paracha/1097/1397(11)/pa.fa./MICELL(k-1) Dated 18/01/2018**

- 4.5.1 Qualification will be based on Applicant's meeting all the following minimum pass/ fail criteria regarding the Applicant's general and particular experience, personnel and equipment capabilities and financial positions, as demonstrated by the applicant's responses in the forms attached to the letter of application ( specified requirement for joint ventures are given under para 4.6 below ) Subcontractors experience and resources shall not be taken in to account in determining the applicants compliance with the qualifying criteria To qualify for more than one contract, the applicant must

demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in paragraphs 4.5.4, 4.5.5 and 4.5.9 below

#### **4.5.2 Base year and Escalation**

~~The base year shall be taken as Current financial year~~

~~Following enhancement factors will be used for the costs of works executed and the financial figure to a common base value for works completed in India.~~

<b>Year</b>	<b>Financial Year</b>	<b>Multiplying factor</b>
Base year of inviting tender	20—20—	1.00
-1	20—20—	1.10
-2	20—20—	1.21
-3	20—20—	1.33
-4	20—20—	1.46
-5	20—20—	1.61

~~Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above mentioned factors.~~

~~In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead, the current market exchange rate (State Bank of India BC Selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of the amount in foreign currency into India rupees.~~

#### **4.5.3. General Experience.**

~~The Applicant shall meet with the following minimum criteria:~~

- ~~(a) Achieved a minimum annual financial turnover (defined as billing for works in progress and completed in all classes of civil engineering construction works only) in any one year, over the last five years of the annual value of contract / contracts applied for.~~
- ~~(b) Experience in successfully completing or substantially completing at least one contract of highway (road and / or bridge works) airport runway of at least 40 percent of the value of proposed contract within the last five years.~~

~~The works may have been executed by the applicant as prime contractor or as a member of a joint venture or as a nominated sub contractor. As subcontractor, he should have acquired the experience of execution of all major items of works under the proposed contract. In case a project has been executed by a joint venture, weight towards experience of the project would be given to each joint venture in proportion to their financial participation in the joint venture.~~

~~Substantially completed works means those works which are at least 90 % completed as on the date of submission (i.e. gross value of work done up to the~~

~~last date of submission is 90 % or more of the original contract price) and continuing satisfactorily.~~

~~For these, a certificate from the employers shall be submitted along with the application incorporating clearly the name of the work, contract value, billing amount, date of commencement of works, satisfactory performance of the contractor and any other relevant information.~~

#### **4.5.4. Personnel Capabilities.**

Availability for his work of personnel with adequate experience as required; as per **Appendix.**

#### **4.5.5. Equipment Capabilities**

Based on the studies carried out by the Engineer, the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the Appendix.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

#### **4.5.6. Financial Position**

The Applicant should give undertaking that he has access to, or has available, liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantees) and / or credit facilities up to 25 percent of the value of the contract / contracts applied.

**4.5.7.** The audited balance sheets for the last five years should be submitted, which must demonstrate the soundness of the applicant's financial position, showing long – term profitability including an estimated financial projection for the next two years. If necessary, the employer will make inquiries with the applicant's bankers.

#### **4.5.8. Litigation History**

The Applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the applicant.

#### **4.5.9. Disqualification**

Even though the applicants meet the above criteria, they are subject to be disqualified if they have:

Made misleading or false representation in the forms, statements submitted, and / or Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non – performance of the contractor; consistent history of litigation awarded against the applicant or financial failure due to bankruptcy. The rescinding of contract of a joint venture on account of reasons other than non – performance, such as Most Experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners.

**4.5.10.** The bidder who have applied for corporate Debt Restructuring (CDR) / facing recovery proceedings from financial institutions / facing winding up processing / those under BIFR in the last 5 financial year shall be considered for bid qualification. However if the bank / financial institution has accepted the proposal of debt restructuring on or before the last date of online submission, the same shall be considered for further evaluation. An affidavit by bidder along with certificate from bank must be produced in such cases. In case of Joint Venture agreement, this provision shall be applicable for both lead partner and JV partner.

**#4.6 — ~~JOINT VENTURE: (Maximum 3 Members i.e. 1 Lead & 2 Others)~~  
(Applicable only for estimated project cost of 50 Crore and above)**

**4.6.1.** ~~Joint ventures must comply with the following requirement:~~

~~(a) — Following are the minimum qualification requirements:~~

~~(i) — The lead partner shall meet not less than 50 percent of all criteria given in para 4.5.1& 4.5.6 above. The joint venture must collectively satisfy the criteria of para 4.5.3 & 4.5.6 above. The experience of the other joint venture partners shall be considered if it is not less than 30 percent of the qualifying criteria in para 4.5.3 & 4.5.6 above.~~

~~(ii) — Individually each member must satisfy the requirements of para 4.5.7 & 4.5.8 above.~~

~~(b) — Bid shall be signed so as to legally bind all partners, jointly and severally, and shall be submitted with a copy of the joint venture agreement providing the joint and several liabilities with respect to the contract.~~

**4.6.2.** ~~Qualification of a joint venture does not necessarily qualify any of its partners individually or as a partner in any other joint venture. In case dissolution of a joint venture, each one of the constituent firms may qualify if they meet all the qualification requirements, subject to the written approval of the Employer..~~

**4.7. — Bid Capacity.**

~~Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:~~

**Assessed Available Bid Capacity = ( A\*N\*2-B), where**

~~A = Maximum value of work executed in any one year during the last five years (updated to the price level of the year indicated in appendix) taking into account the completed as well as works in Progress.~~

~~B = Value at current price level of the existing commitments and ongoing works to be completed during the next (period of completion of work for which bids are invited); and~~

~~N = Number of years prescribed for completion of the works for which the bids are invited.~~

**Note :- In Case of joint venture, the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the work.**

**4.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:**

- Made misleading or false representation in the forms, statements and Attachments the submitted in proof the qualification requirements; and / or Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delay in completion, litigation history, or financial failures etc.; and/ or
- Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

**5. One bid per bidder**

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

**6. Cost of Bidding**

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

**7. Site Visit**

- 7.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of work and its surrounding and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works.

The costs of visiting the site shall be at the Bidder's own expense.

## B. BIDDING DOCUMENTS

### 8. Content of Bidding Documents

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

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

- 8.2. Volumes I, II, III and IV are available online and documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume-V in two parts (refer clause 12).
- 8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. **Pursuant to clause 26 hereof**, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

### 9. Clarification Bidding Documents

- 9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or through E-mail at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. Employer's response will be published on website including a description of the enquiry but without identifying its source.

#### ~~9.2. Pre-bid meeting~~

- ~~9.2.1. The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in the appendix.~~

- ~~9.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.~~
- ~~9.2.3. The bidder shall be required to submit any questions in writing or e-mail to reach the Employer not later than 03 days before the meeting.~~
- ~~9.2.4. Minutes of the meeting, including the question raised (Without identifying the source of enquiry) and the responses given will be published without delay on the tender website i.e. [www.tender.nprocure.com](http://www.tender.nprocure.com). Any modification of the bidding documents listed in sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.~~
- ~~9.2.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.~~

## **10. Amendment of Bidding Documents**

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents. The Employer will assume no responsibility for the same.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

## C. PREPARATION OF BIDS

### 11. Language of the Bid

11.1 All documents relating to the bid shall be in the English language.

### 12. Documents Comprising the Bid

12.1. The bid be submitted by the bidder as Volume V of the bid document (refer Clause 8.1) shall be in two separate parts:

**Part I shall be named “Technical Bid” and shall comprise**

- (i) Bid Security in the form specified in Section 8
- (ii) Qualification Information and supporting documents as specified in Section 2
- (iii) Certificates, undertakings, affidavits as specified in Section 2
- (iv) Any other information pursuant to Clause 4.5 of these instructions
- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1

**Part II shall be named “Financial Bid” and shall comprise**

- (i) Form of Bid as specified in Section 6
- (ii) Priced Bill of Quantities for items specified in Section 7

12.2. The Bidder shall submit the details / information pertaining to each part i.e. technical as well as financial and must be submitted online only.

12.3. Following documents will be deemed to be part of the bid.

Section	Particulars	Volume No.
<b>Invitation for Bids (IFB)</b>		
1	Instruction to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
9	Drawings	Volume IV

### 13. Bid Prices

13.1 The Contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price

(Both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Bill of Quantities.

- 13.3 All duties, taxes, and other levies except GST payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder. (GST will be paid extra)

13.4 Deleted

- 13.5 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 47 of the Condition of Contract **(Irrespective of the time limit and Bid Amount)**

#### **14. Currencies of Bid and Payment**

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

#### **15. Bid Validity**

- 15.1 Bids shall remain valid for a period of not less than 120 days after the deadline date for bid submission specified in Clause 20.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified period. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his security for a period of the extension, and in compliance with Clause 16 in all respects.

#### **#16. Bid Security**

- 16.1. The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This Bid security shall be in favor of Employer as named in Appendix and may be in one of the following forms;
- a. Bank Guarantee from any scheduled Indian bank, in the format given in Volume III. **(Bank Guarantee is applicable only for Bid Estimated Amount of 01 Crore and above) and Bank** Guarantee of Schedule and Private Banks shall be considered as per GoG Finance Department's Circular No. FD/MSM/e-file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.
- b. Fixed Deposit Receipt issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

**OR**

# A Valid Bid Security / EMD Exemption Certificate issued by (1) Road & Building Department or (2) Narmada Water Resources, Water Supply and Kalpsar Department of Govt of Gujarat. **Exemption Certificate is applicable only when Registration Certificate of Appropriate Class and Category of Approved Contractors is required as eligible criteria of bidder.**

- 16.2. Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid i.e. total validity of  $120+45 = 165$  Days
- 16.3. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- 16.4. The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1
- 16.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.6. The bid Security may be forfeited
  - (a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity.
  - (b) If the Bidder does not accept the correction of the Bid Price, if any or
  - (c) In the case of a successful Bidders, if the Bidder fails the specified time limit to
    - (i) Sign the Agreement; or
    - (ii) Furnish the requirement Performance Security.
  - (d) #If found necessary, the bidder will be intimated for negotiation, He will be intimated maximum three times within the validity period for negotiation, If contractor does not respond in time, his Bid Security (EMD) will be forfeited and his tender will be rejected. Punitive action will be taken on such contractors. (As per GoG R&B Dept's Gr. No. S/22/2017/6369/D, Dt.08/06/2018)

## **17. Alternative Proposals by Bidders.**

- 17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offers or alternative offers will not be considered further in the process of tender evaluation.

## **18. Format and Signing of Bid**

- 18.1. The Bidder shall prepare documents comprising the bid as described in Clause 12 of these Instructions to bidder as the "Technical Bid "and "Financial Bid" in separate parts to be uploaded.

## **D. SUBMISSION OF BIDS**

### **19. Deleted**

### **20. Deadline for Submission of the Bids**

- 20.1. Complete Bids must be received online by the Employer at the tender website specified above not later than the date indicated in appendix.
- 20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all right and obligation of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

### **21. Deleted**

### **22. Modification and Withdrawal of Bids**

- 22.1. Bidders may modify or withdraw their bids online before the deadline prescribed in Clause 20 or pursuant to Clause 23.
- 22.2. Deleted
- 22.3. No bid shall be modified or withdrawn after the deadline for submission of Bid.
- 22.4. Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

## **E. BID OPENING AND EVALUATION**

### **23. Bid Opening**

- 23.1 The Employer will open all the Bids received including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clauses 20 and 23.3, In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 23.2. Deleted.
- 23.3. The “Technical Bid” shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the invitation for bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the technical bid will not be opened.
- 23.4. (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification information and other information furnished in part I of the bid pursuant to Clause 12.1.
- (ii) If required, the bidder will be asked in writing to clarify his Qualification Documents with respect to any required clarification.
- (iii) The bidders will respond in not more than 7 days of issue of the clarification letter.
- (iv) Immediately (usually within 3 or 4 days), on receipt of these clarification the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 23.5. Deleted
- 23.6 At the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discount and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 23.7 the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discount, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 23.8 In case bids are invited for more than one package, the order for opening of the “Financial Bid” shall be in order of Estimated amount of Bids from highest to lowest.
- 23.9 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

## **24 Process to be Confidential**

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

## **25. Clarification of Financial Bids**

- 25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substances of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.
- 25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his Bid opening to the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid.

## **26. Examinations of Bids and Determination of Responsiveness**

- 26.1 During the detail evaluation of "Technical Bid", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding document. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.
- 26.2 A substantially responsive "Financial Bid" is one which confirms all the terms, conditions and specifications of bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 26.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **27. Deleted**

**28. Deleted**

**29. Evaluation and Comparison of Financial Bids**

- 29.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.
- 29.2. Deleted.
- 29.3. The Employer reserves the right to accept or reject any variation or deviation. Variation and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken in to account in Bid evaluation.
- 29.4. The estimated effect of the price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken in to account in Bid evaluation.
- 29.5. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract the Employer may require the Bidder to produce detailed consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful /bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 29.6. A bid which contains several items in the bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder may be rejected as non-responsive.

**30. Deleted**

## **F. AWARD OF CONTRACT**

### **31. Award Criteria**

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

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

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

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

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

### **33. Notification of Award and Signing of Agreement**

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

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

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

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

### **34. Performance Security**

34.1. (A) Within 10 (Ten) days of receipt of Letter of Acceptance, the successful Bidder shall furnish to the Employer an irrevocable and unconditional guarantee from a Bank in the form set forth in Section 8 (the "Performance Security") for an amount equal to 5% (five percent) of its Contract Price. In case of bids mentioned below, the successful Bidder, along with the Performance Security,

shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Section 8 towards an Additional Performance Security (The “Additional Performance Security”) for an amount calculated as under:

- (a) If the Contract Price offered by the Selected Bidder is lower than 10% but upto 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
- (b) If the Contract Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
- (c) This Additional Performance Security shall be treated as part of the Performance Security.

(B) The Performance Security shall be valid beyond 60(sixty) days of the Defects Liability Period and the Additional Performance Security shall be valid beyond 28 (twenty-eight) days of Project Completion Date.

- 34.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder’s option, by a Nationalized/Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer. As per GoG Finance Department’s Circular No. FD/MSM/e-file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.
- 34.3. Failure of the successful Bidder to comply with the requirement of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

### **~~35 — Advance Payment and Security~~**

~~35.1 — The Employer will provide an Advance payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.~~

### **36. Deleted**

### **37. Corrupt or Fraudulent Practices**

- 37.1 The Employer will reject a proposal if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in completing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India/ State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in completing for the contractor, or in execution.
- 37.2 Furthermore, Bidders shall be aware of the provision stated in Sub- Clause 59.2 of the Conditions of Contract.

## APPENDIX TO ITB

### Clause Reference With respect to Section –I

1. The Name of the Employer is Executive engineer, [ Cl.1.1]  
Damanganga Distry Division No.03,Balitha-Vapi.
2. The last five financial years.  
~~2022-2023~~  
~~2021-2022~~  
~~2020-2021~~  
~~2019-2020~~  
~~2018-2019~~
3. This Annual Financial Turnover Amount is [Cl.4.5.3 (a)]  
Rs ₹
4. Value of Work is Rs. 23,23,024/-
5. Deleted
6. The cost of electric work is Rs 0
7. The cost of water supply / sanitary works is Rs.
8. Liquid assets and / or availability of credit facilities [Cl.4.5.6 ]  
is Rs. N.A
9. Price level of the financial year 2026-27 [Cl.4.5.2]
10. ~~The pre-bid meeting will take place at Chief [Cl. 9.2.1]  
Engineer, Block 9 Sachivalay, Gandhinagar.~~
11. The technical Bid will be opened at the office of  
the Superintending Engineer, DPC, Valsad on dt  
at AM / PM
12. Address of the Employer: Executive engineer,  
Damanganga Distry Division No.03,Balitha-Vapi.
13. Deleted
14. The bid should be submitted latest by As [Cl. 20.1 & 20.2]  
stated on online NIT
15. The bid will be opened at ..... [Cl. 23.1 ]  
As stated on online NIT
16. The Bank Draft in favor of Executive engineer,  
Damanganga Distry Division No.03,Balitha-Vapi.
17. Deleted
18. ~~Escalation factors (for the cost of works [Cl.4.5.2]  
executed and financial figure to a common base  
value) for works completed~~

<u>Year</u>	<u>Financial Year</u>	<u>Multiplying factor</u>
Base year of inviting tender	2025-2026	1.00
-1	2024-2025	1.10
-2	2023-2024	1.21
-3	2022-2023	1.33
-4	2021-2022	1.46
-5	2020-2021	1.61

## #LIST OF KEY PLANT & EQUIPMENT TO BE DEPLOYED ON CONTRACT WORK

[Reference CL. 4.5.5]

The contractors shall also give a list of machineries in his possession and which they propose to use on the work.

Sr. No.	Plant or Machinery	Location	Age of Machinery (maximum 15 years)	Make	Capacity	Approximate Value	Remark
1	2(a)	2(b)	3	4	5	6	7

## **List of Key Personnel to be deployed on Contract Work**

### **(Reference Cl. 4.5.4)**

#### **# Employment of a qualified site Engineer by the Contractor.**

The Contractor shall employ full-time technically qualified staff during the execution of this work as under: -

1. Two graduate Civil Engineers and three diploma Civil Engineers when cost of the work to be executed is more than Rs.50 lakhs.
2. One graduate & two Diploma, Civil Engineers when the cost of the work to be executed is more than Rs.15 lakhs but less than Rs.50 lakhs.
3. Minimum Two Diploma Civil Engineer when the cost of work is less than Rs.15 lakhs but more than Rs.5 lakhs.
4. Minimum One Diploma Civil Engineers for the work when the cost of work to be executed is less than Rs. 5 lakhs. The Engineer so employed for the Government work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work.

In case the contractor or partner of the contractor firm is a Civil Graduate Engineer, Employment of a separate Engineer will not be necessary provided that the Engineer partner himself attends the execution of the work on the site.

Within 15 days of issue of work-order the Contractor will have to furnish to the Deputy Executive Engineer-in-charge of the work the Name, Qualifications, copy of marksheet, Color Photograph and the appointment order issued such engineers engaged for this contract work. If 15 days after issue of work order such designated Site Engineers do not resume or do not remain present on site of work, the recovery at the rate of Rs.15,000-00 per month per Engineer will be made from the bills/deposit/dues of the contractor. Such recovery shall be non-refundable.

**SECTION - 2**

**QUALIFICATION INFORMATION**

## QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for the purpose of post qualification as provided for in Clause 4 of the Instruction to Bidders. This information will not be incorporated in the Contract.

### 1. For Individual Bidders

#### 1.1 Constitution or legal status of Bidder (Attach Copy)

Place of registration \_\_\_\_\_

Principal place of business \_\_\_\_\_ Power of attorney of signator,

(Attach)

~~1.2~~ ~~Total value of Civil engineering constructions~~ ~~20~~ ~~20~~  
~~Work performed in the last five years~~ ~~20~~ ~~20~~  
~~( in Rs. Lakhs)~~ ~~20~~ ~~20~~  
~~20~~ ~~20~~  
~~20~~ ~~20~~

~~1.1.1~~ ~~Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered the sub-contract involved execution of all main items of work described in the bid documents, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years\*\* and in current year before the submission of the bid.~~

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

~~\*Attach certificate(s) from the Engineer(s) in charge~~

~~\*\* Immediately preceding the financial year in which bids are received.~~

#1.3.2 Quantities of work executed as prime contractor, work performed, in the past as a nominated sub-contractor, will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided, further that all other qualification criteria are called (in the same name and style) in the last five years\*\* and in current year before the submission of the bid.

\*To be modified as per the nature and scope of work

Year	Name of the work	Name of the Employer	Quantity of work performed (Cum/MT)				Remarks* (indicate contract Ref)
			Cement Concrete (Including RCC & PCC) ITEM 1	Masonry ITEM 2	Earth Works ITEM 3	Bituminous Work ITEM 4	
20__-20__							
20__-20__							
20__-20__							
20__-20__							
20__-20__							

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

(A) Existing commitments and on-going works:

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

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

\*\* Immediately preceding the financial year in which bids are received.

1.5 Availability of key items of Contractors Equipment for carrying out the works (Ref. Clause 4.5.5). The Bidder should list all the information requested below.

Item of Equipment	Requirement		Availability Proposals			Remarks (from whom to be purchased)
	NO	Capacity	Owned/ Leased to be procured	Nos./ Capacity	Age/ Conditions	

~~1.6 — Qualifications and experience of key personnel required for administration and execution of the contract. Attach biographical data. Refer also to Sub Clause 9.1 of the Conditions of Contract.~~

Position	Name	Qualification	Year of Experience (General)	Year of experience in the proposed position
Project Manager				
Etc.				

~~1.7 — Proposed sub-contract and firms involved~~

Sections of the works	Value of Sub-Contractor	Sub-Contractor (Name & Address)	Experience in similar work

~~Attach copies of certificates on possession of valid license for executing water supply/ sanitary work/ building electrification works.~~

~~1.8 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporations), etc. List them below and attach copies.~~

~~1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copied documents.~~

1.10 Name, address, and telephone, telex, and fax numbers of the Bidders bankers who may provide references if contacted by the Employer.

1.11 Information on Litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount Involved	Remarks showing Present Status

1.12. Statement of compliance under the requirements of Sub Clause 3.2 of the instruction to Bidders. (Name of Consultant engaged for project preparations is \* .....)

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1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. (Refer ITB Clause 4.1)

1.14 Programme

**1. Deleted**

**2. Additional Requirements**

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

- (i) Affidavit
- (ii) Undertaking

\* Fill the name of Consultant

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR  
AVAILABILITY OF CREDIT FACILITIES**

(CLAUSE 4.5.6 OF ITB) BANK CERTIFICATE

This is to certify that M/s. \_\_\_\_\_ is a reputed company with a good financial standing.

If the contract for the work, namely \_\_\_\_\_ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing the above during the contract period.

\_\_\_\_\_

(Signature) Name of Bank

Senior Bank Manager Address of the Bank

## AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s. \_\_\_\_\_ have not abandoned any work of Government of Gujarat/Government of India/any Board or Corporation under Government of Gujarat/Government of India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding any (our) competence and general reputation.
4. The Undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

\_\_\_\_\_  
(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

## UNDERTAKING

I, the undersigned do hereby undertake ..... that our firm  
M/s ..... would invest a minimum cash  
up to 25% of the value of the work during implementation of the contract.

(Signed by an Authorized officer of the firm)

\_\_\_\_\_  
Title of officer

\_\_\_\_\_  
Name of firm

\_\_\_\_\_  
DATE

**SECTION - 3**

**CONDITIONS OF CONTRACT**

# Conditions of Contract

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## CONDITIONS OF CONTRACT

### A. GENERAL.

#### 1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meaning.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid

**Compensation Events** are those defined in Clause 44 hereunder

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1

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

The **Contract data** defines the documents and other information which comprise the Contract.

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

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

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

**Days** are calendar days: **months** are calendar months.

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

The **Employer** is the party who will employ the Contractor to carry out the Works.

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

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

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

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

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

**Plant** is any integral part of the work which is to have mechanical, electrical, electronic or chemical or biological functions.

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

**Site Investigation Reports** are those which were included in the Bidding documents and are factual interpretive reports about the surface and subsurface conditions at the site.

**Specifications** means the Specifications of the works included in the Contract and any modification or addition made or approved by the Engineer.

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

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

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

A **Variation** is an instruction given by the Engineer, which varies the Works. The

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

## 2. **Interpretation**

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Heading have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about Conditions of Contract.
- 2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion date, and Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole works)
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority
  - (1) Agreement
  - (2) Letter of Acceptance, notice to proceed with works
  - (3) Contractor's Bid

- (4) Contract Data
- (5) Conditions of Contract including Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bills of quantities and
- (9) Any other document listed in the Contract Data as forming part of the Contract.

### **3. Language and Law**

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

### **4. Engineers Decisions**

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

### **5. Delegation**

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

### **6. Communications**

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

### **7. Sub-Contracting**

- 7.1 The Contractor may subcontract any portion of work, up to a limit specified in contract data, with the approval of the engineer but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. **Sub-contracting of supply or specific items of work is not allowed.**
- 7.2 The sub-contractor must be registered in appropriate class and category for the part of work to be subcontracted.

### **8. Other Contractors**

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

## **9. Personnel**

- 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2 If the engineer asks the Contractor to remove a person who is a member of the Contractor Staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

## **10. Employer's and Contractors Risks**

- 10.1 The Employer carries the risk which these Contract states are Employer's risks, and the Contractor carries the risks which these Contracts states are Contractors risk.

## **11. Employer's Risks**

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

## **12. Contractor's Risks**

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

## **13. Insurance**

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

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

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

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

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

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

#### **14. Site Investigation Report**

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

#### **15. Queries about the Contract data**

15.1 The engineer will clarify queries on the Contract Data

#### **16. Contractor to Construct the Works**

16.1 The Contractor shall construct and install the works in accordance with the specification and Drawings.

#### **17. The Works to be completed by the Intended Completion Date**

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

#### **18. Approval by the Engineer**

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary works to the Engineer, who is to approve them if they comply with the Specifications and drawings.

18.2 The Contractor shall be responsible for design of temporary works.

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

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

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

#### **19. Safety**

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

## **20. Discoveries**

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

## **21. Possession of the Site**

- 21.1 The Employer shall give possession of all parts of the site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.
- 21.2 If within 25% of the time limit of the project, 80% of possession of the site is not handed over to the Contractor, then contractor/ Employer may fore-close the contract. Contractor/Employer has to foreclose the work within 30 days after lapse of 25%-time limit and after 30 days foreclosure option will be closed.

## **22. Access to the Site**

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

## **23. Instructions**

- 23.1 The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the site is located.
- 23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

## **24. Disputes**

- 24.1 If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to **#Superintending Engineer, Damanganga Project Circle, Valsad** within 14 days of the notification of the Engineer's decision. If the issue is not resolved, any party can refer the matter for conciliation within 15 days from the decision given by the **#Superintending Engineer, Damanganga Project Circle, Valsad**
- (a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the **#Superintending Engineer, Damanganga Project Circle, Valsad** both the parties have to refer to the Chief Engineer concern for the conciliation process.
- (b) For the work more than Rs.100 Cr., if any of the parties is not satisfied with the decision of the **Superintending Engineer, Damanganga Project Circle, Valsad** both the parties have to refer to the Secretary, NWRWSK Department, Government of Gujarat for the conciliation process.

If the dispute is not resolved through the conciliation process, he may refer the dispute to Gujarat Public Works Contract Dispute Arbitration Tribunal. If the Contractor fails to refer a claim / dispute to the Higher Authority within 14 days of the notification of the Engineer's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time and he should not stop the work.

**25. Procedure for Disputers**

25.1 The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

**26. Deleted**

## **B. TIME CONTROL**

### **27. Programme**

- 27.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements orders, and timing for all the activities in the works along with monthly cash flow forecast.
- 27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3 The Contractor shall submit to the Engineer, for approval an updated programme at intervals no longer than the period stated in the Contract data. If the Contractor does not submit an updated programme within this period, the Engineer may withhold the amount stated in the Contract data from the next payment after the date on which the overdue programme has been submitted.
- 27.4 The Engineer's approval of the programme shall not alter the Contractor's obligations. The Contractor may revise the programme and submit it to the Engineer again at any time. A revised programme is to show the effect of Variations and Compensations events.

### **28. Extension of the Intended Completion Date**

- 28.1 The Engineer shall extend the Intended Completion Date if a compensation Event occurs or a Variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 28.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a compensation event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 28.3 The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The employer shall in not more than 21 days communicate to the engineer the acceptance or otherwise of the Engineer's decision. If the employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter under Clause 24.1

### **29. Deleted**

### **30. Delays Ordered by the Engineer**

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

**31. Management Meetings**

- 31.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 31.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**32. Early Warning**

- 32.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract price or delay the execution of works. The Engineer may require the contractor to provide an estimate of the expected effect of the future event or circumstance on the contract price and completion date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 32.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

### C. QUALITY CONTROL

#### # 33. Identifying Defects/ Defect liability period

33.1 : Defect liability period: The contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. The Engineer in charge shall give the contractor a notice in writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer- in-charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, Incurred by him in rectification, removal or re-execution. The Defects Liability period shall be as under....

A. For works of WRD Except Building

(a) (1) For all works costing up to Rs. 50,000 (amount put to tender), the period shall be 3 Months from the certified date of completion.

(b) (1) For WRD works likes Check Dam/ Canal / Drainage / Road Structure tender amount from RS. 50,000 to 10,00,000, the defect liability period shall be 12 months from the certified date of completion.

(2) For WRD work except likes Check Dam/ Canal / Drainage / Road Structure tender amount from RS. 50,000 to 10,00,000, the defect liability period shall be 6 months from the certified date of completion.

(c) (1) For WRD works likes Check Dam/ Canal / Drainage / Road Structure tender amount more than RS. 10,00,000, the defect liability period shall be 3 Years from the certified date of completion.

(2) For WRD work except likes Check Dam/ Canal / Drainage / Road Structure tender amount from RS. 10,00,000 to 1 Crore, the defect liability period shall be 12 months from the certified date of completion.

(d) (1) For all WRD works of tender amount more than RS. 1 Crore, the defect liability period shall be 3 Years from the certified date of completion

B. For Building works of WRD:-

For Building works of WRD, Follow the R&B Circular dated.03/12/2009

For original building works the defect liability period will be 4 years or elapse of 4 monsoon period following date of possession of building taken over by user agency following the certified date of completion, whichever is later.

For the purpose of deciding the monsoon period, the 30th September shall be treated as the last date.

WRD Circular No. Matas/102013/MICELL(K-1) Dated 13/12/2013

33.2 For Road works :

Free maintenance guarantee period for works of **Road/Bridge construction**

(a) For resurfacing work of road free maintenance guarantee period one year from the date of completion.

(b) In case of widening of the road/strengthening of the road/bridge, the contractor shall have to give four years free maintenance guarantee from the certified date of completion. During this period the contractor shall visit the site every six months along with the concerned Section Officer / Deputy Executive Engineer and will examine the work already carried out in this contract like road work, jungle cutting, side shoulders, side gutter, road furniture, patta etc. and will prepare Km. wise inspection report duly signed by all concerned and any defect observed shall be done within 15 days by the contractor at his risk and cost as per the direction of Engineer in charge. The contractor needs to do videography of these visits and require to submit at the time of release of FMG. If B.T. the surface during

the maintenance period of 4 years is worn out then agency shall have to provide renewal coating as per tender item as directed by the Engineer-in-charge. The amount equivalent to 5% of each running bill shall be withheld and will be released after the free maintenance guarantee period (i.e. 4 years) is over.

However, this amount shall be released against fixed deposit or bank guarantee pledged in the name of Executive Engineer after completion certificate of work is issued.

- (1) The flakiness and elongation index (combined) for coarse aggregates under no circumstances shall exceed the allowable limit set forth in the relevant clause for the material in question.
- (2) 2% of the amount eligible for the payment of bituminous items shall be withheld till the miscellaneous items like earthwork in embankment / cutting for side shoulders, side gutters, kilometer / indicator / guard stones, sign boards etc. are completed in all respect by the contractor. After completion of the miscellaneous items, the above said 2% withheld amount shall be released.

(Govt. of Gujarat's G.R. No.: TNC-10-2013-3(Part-3)/C, Dtd. 13/12/2013).

- (3) Videography for the surface under Maintenance Guarantee is to be done as per Govt. letter No.: SSR/10/2015-16/26/C, Dtd. 26/11/15 for the work costing more than Rs. 5.00 Crore.
- (4) Setting up of adequate laboratory & deployment of quality engineers.

The contractor shall have to set up the laboratory with adequate equipment. Till the setting up of adequate laboratory is completed & reported of this to the engineer (subject to due verification by engineer's representative) by contractor in writing, Rs.2,00,000/- shall be withheld. The qualified quality Engineer shall be deployed exclusively for this contract by the contractors. If quality Engineer is not deployed by contractor within one month after the date of work order, the amount equivalent to Rs.20,000 per month shall be recovered till the actual deployment of quality engineer. The amount so recovered towards the deployment of quality engineers shall not be refunded.

- (5) Asphalt work will have to be cross checked as per G.R. No.: RGN/60/2006/35/C, dtd.31/05/07 before final bill is paid.
- (6) Maintenance during Construction Period

During the Construction Period, the Contractor shall maintain, at his own risk and cost, the existing lane(s) of the road so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition 10 (ten) days prior to the date of the Agreement, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Contractor may, at his cost, interrupt and divert the flow

of traffic if such interruption and diversion is necessary for the efficient progress of works and conforms to Good Industry Practice; provided

further that such interruption and diversion shall be undertaken by the Contractor only with the prior written approval of the Executive Engineer which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Contractor shall at all times be responsible for ensuring safe operation of the road.

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

#### **34. Tests**

- ~~34.1 If the engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect the test shall be a Compensation Event.~~

- ~~34.2 #1% of the amount of work done for works upto Rs. 10 crore of estimate cost should be deducted from R.A. Bill of the contractor for testing the quality of material workmanship. Whereas for estimated cost of works more than 10 crore, the charges for testing of quality of material workmanship shall be deducted from R.A. bill of contractor as per actual charges. As Per GoG NWRWS & K Department's Circular No. PARCH/132023/401/MICELL Dated: 05/10/2023~~

- ~~34.3 Agency has to establish testing laboratory on site for the various test to be carried out in the work for this purpose agency shall construct a pukka laboratory building with all facility on site at location specified by the engineer in charge.~~

#### **35. Correction of defects**

- 35.1 The engineer shall give notice to the Contractor of any defects before the end of the defects Liability Period, which begins at Completion and is defined in the contract data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer's notice.

#### **36. Uncorrected Defects**

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

## **D. COST CONTROL**

### **37. Bill of Quantities**

- 37.1 The bill of Quantities shall contain items for the constructions, installation, testing and commissioning work to be done by the Contractor.
- 37.2 The bill of Quantities is used to calculate the Contract price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

### **38. Change in the Quantities**

- 38.1 The Engineer shall have power to make any alterations in or addition 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 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 rate as are specified in the tender for the main work.

Except that when the quantity of any item exceeds the quantity as in the tender by more than 130%, the contractor will be paid for the quantity in excess of 130%, at the rate entered in the SOR of the year during which the excess in quantity is first executed.

### **39. Variations**

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

### **40. Payments for Variations**

- 40.1 If the additional or 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 as under.
  - (i) At the rate derived from the item within the contract which is comparable to the one involving additional or altered class of work; where there are more than one comparable items, the item of the contract which is nearest in comparison with regard to class or classes of the work involved shall be selected and the decision of the Superintending Engineer as to the nearest comparable item shall be final and binding on the contractor.
  - (ii) If the rate cannot be derived in accordance with (i) above, such class of works shall be carried out at the rate entered in the Schedule of Rates of the division

for the year in which the tender was received, increased or decreased by the percentage by which the tender amount is more or less as compared to the amount arrived at the rates in the "Schedule of Rates" of the Division in the year in which the tender was received. If the Schedule of rates of the Division does not contain all the items, the percentage increase or decrease of the tender shall be calculated considering such items which were included in the "Scheduled Rates" of the division for the year and for materials consumed on such item the rate to be charged would be the basic rate taken into account for fixing the rate in S.O.R. referred to above.

- (iii) If it is not possible to arrive at the rate from (i) and (ii) above, such class of work shall be carried out at the rate decided by the competent authorities on the basis of detailed rate analysis after hearing the contractor before a Committee of two Superintending Engineers stationed at the same place or the nearest place.

- 40.2 If the additional or altered work, for which no rate is entered in the "Schedule of Rates" of the Division is ordered to be carried out before the rate is agreed upon, then 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 rates, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider it advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such cases he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of the dispute, the decision of the Superintending Engineer of the Circle shall be final.

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

The time limit for the completion of the work shall be extended in the proportion that the increase in the cost occasioned by alterations bears to the cost of the original work and the certificate of the Engineer-in-charge as to such proportion shall be final and conclusive.

#### **41. Cash Flow Forecasts**

- 41.1 When the programme is updated, the contractor is to provide the engineer with an updated cash flow forecast.

## **42. Payment certificates.**

- 42.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2 The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking in to account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 2.3 of the Contract Data (secured Advance).
- 42.3 The value of work executed shall be determined by the Engineer.
- 42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 42.5 The value of work executed shall include the valuation of variations and compensation events.
- 42.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information

## **43. Payments**

- 43.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate.
- 43.2 Payment of GST (prevailing rates) on the amount payable under the contract to the Contractor will be made by the Employer. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.
- 43.3 Items of the works for which no rate or price has been entered in will not be paid by the Employer and shall be deemed covered by other rates and prices in the Contract.

## **44. Compensation events**

- 44.1 The following are compensation Events unless they are caused by the Contractor:
  - (a) The Employer does not give access to a part of the Site by the site Possession date stated in Contract data to the Contractor
- 44.2 In case of compensation event occurs and it prevents the work being completed beyond the Intended Completion Date then Authority will approve EOT with eligible contractual price escalation.

#### **45. Tax**

- 45.1 The rates quoted by the Contractor must be inclusive of all taxes prevailing on due date of bid submission except GST. However, any subsequent changes in the tax structure by Government after due date of bid submission will be compensated (+/-) on availability or submission of actual documentation. Contractor will have to intimate Engineer regarding changes occurred in the tax structure after bid submission. If the contractor fails to provide such information and if any financial obligation may arise due to change in tax structure, same will be recovered from the contractor.
- 45.2 GST will be paid separately on the bills. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.

#### **46. Currencies.**

- 46.1 All payment shall be made in Indian Rupees.

#### **47. Price Adjustment**

- ~~47.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data:~~

~~(a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.~~

~~(b) The price adjustment shall be determined during each month from the formula given in the contract data.~~

~~(c) Following expressions and meanings during to the work done during each month~~

~~R = Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.~~

- ~~47.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clause in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.~~

#### **48. Retention**

- 48.1 The Employer shall retain from each payment due to Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

- 48.2 On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.
- 48.3 On completion of the whole works, the contractor may substitute retention money with an “on demand” Bank guarantee.

In case, Contractor requests for refund of the Retention Money deducted by the Employer under the provision of this clause, Employer shall consider the said request of the Contractor provided that the refund hereunder shall be made in tranches of not less than 1% (One Percent) of the Contract Price and Contractor furnishes an irrevocable and unconditional Bank guarantee for an equal amount substantially in the format of Bank Guarantee for Performance Guarantee enclosed with SBD and valid up to 60 day beyond the scheduled / extended Defects Liability Period. On completion of the whole works, the contractor has however an option to submit a fresh irrevocable and unconditional Bank Guarantee for an amount equal to 5% of the total value of work executed substantially in the format of Bank Guarantee for Performance Guarantee enclosed with SBD and valid up to 60 days beyond the Defect Liability Period and yet refund the Retention Money Bank Guarantee submitted for refund of Retention Money.

#### **49. Liquidated Damages**

- 49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payment due to the Contractor. Payment of liquidated damages does not affect the Contractor’s liabilities.
- 49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall not be entitled for any interest on the over payment calculated from the date of payment to the date of repayment.
- 49.3 If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.
- The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve

the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

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

## **50—~~Bonus~~**

- ~~50.1 If the contractor achieves completion of the whole of the works prior to the intended Completion Date prescribed in Contract Data the Employer shall pay to the contractor a sum stated in Contract Data as bonus for every completed month but subjected to maximum amount as stated in Contract Data; which shall elapse between the date of completion of all items of works as stipulated in the contract, including variations ordered by the Engineer and the time prescribed in Clause 17.~~

- ~~50.2 Bonus shall be paid only to works amounting to above INR 5 crore with time limit of the works is equal or more than 6 months. The bonus would be paid as under~~

% of Time Saved	% of Initial Contract Price entitled for Bonus
50 %	5%
40 %	4%
30 %	3%
20 %	2%
10 %	1%
Less than 10%	0%

## **51.—~~Advance Payment.~~**

- ~~51.1 The Employer shall make advance payment (not to be paid less than two installments except in special circumstances for which the reason to be Recorded in writing) to the Contractor of the amounts stated in the Contract Date by the date stated in the Contract Date, against provision by the Contactor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to be at least 110% of the advance payment. The guarantee shall remain effective until the~~

~~advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The Mobilization advance would be deemed as interest bearing advance at an interest rate of 10 % to be compounded, quarterly.~~

~~51.2 The Contractor is to use the advance payment only to pay for Equipment, plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the engineer.~~

~~51.3 The advance payment shall be repaid by deduction proportionate amount from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, variations, price adjustments, Compensation Events, or Liquidated damages.~~

~~51.4 Deleted~~

## **52. Securities**

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

## **53. Deleted**

## **54. Cost of Repairs.**

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

## **E. FINISHING THE CONTRACT**

### **55. Completion**

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

### **56. Taking Over**

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

### **57. Final Account**

- 57.1 The Contractor shall supply to the Engineer a detailed final account of the total amount that the Contractor considers payable as full and final settlement of all claims under the Contract for items before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.
- 57.2 If reversal in characteristic of tender (L1 becoming L2) on account of excesses and savings in final account is observed, the Engineer/Employer shall be at liberty to restrict the final payment of BOQ items to the lowest amount evaluated of the bids considering the final quantities and the rates quoted including the rebates if any. Payment of variation items shall however be made at the rates approved by the Employer, within 90 days from the physical completion of work.

### **58. Operating and Maintenance Manuals**

- 58.1 If "as built" drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract data.
- 58.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

### **59. Termination**

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

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

1. The contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer
2. The Engineer instructs the Contractor to delay the progress of the Works and the instructions is not withdrawn within 28 days;
3. The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstructions or amalgamation
4. A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate
5. The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
6. The Contractor does not maintain a security which is required;
7. The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
8. If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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

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

## **60. Payment upon Termination**

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a Certificate for the value of the work done less advance payments received up to the date of the issue of the

certificate, less other recoveries due in terms of the contract, less taxes due to deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

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

**61. Property**

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

**62. Release from Performance**

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

## **F. SPECIAL CONDITIONS OF CONTRACT**

### **63. LABOUR**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment of housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer may require.

### **64. COMPLIANCE WITH LABOUR REGULATIONS**

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

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point to time.

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

- A) **Workmen Compensation Act 1923** :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- B) **Payment of Gratuity Act. 1972** :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- C) **Employees P.F. and Miscellaneous Provision Act 1952:-** The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33% The benefits payable under the Act are :
1. Pension or family pension on retirement or death, as the case may be.
  2. Deposit linked insurance on the death in harness of the worker.
  3. Payment of P.F. accumulation on retirement/death etc.
- D) **Maternity Benefit Act 1951** :- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- E) **Contract Labour (Regulation & Abolition) Act 1970** : The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- F) **Minimum Wages Act 1948** :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Building, Roads, Runways are scheduled employment.
- G) **Payments of wages Act 1936:-** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- H) **Equal remunerations Act 1979** :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against female employees in the matter of transfer, training and promotions etc.
- I) **Payments of Bonus Act 1965** :- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20 % of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have

reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- J) **Industrial Disputes Act 1947 :-** The Act lays down the machinery and procedure for resolutions of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- K) **Industrial employment (standing Orders) Act 1946 :-** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- L) **Trade Unions Act 1926:-** The Act lays the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have given certain immunities from civil and criminal liabilities.
- M) **Child Labour (Prohibition & Regulation Act 1986 :-** The Act prohibits employment of children below 14 years of age in certain occupations and process and provides for regulation of employment of children in all other occupations and processes. Employment of Child labour is prohibited in Building and Construction Industry.
- N) **Inter – State Migrant workmen’s (Regulation of Employment & Conditions of service) Act 1979:-** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state).The inter-state migrant workmen, is an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- O) **The Building and Other Construction workers (Regulation of employment and Conditions of Service) Act 1996 and the Cess Act of 1996: -** All the establishments who carry on any building or other constructions work and employ 10 or more workers are covered under this Act.  
All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the workplace etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officers appointed by the Government.

- P) **Factories Act 1948 :-** The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in the manufacturing process.
- Q) **Royalty charges-**The contractor shall pay the royalty to the competent authority as per rule. The **royalty** charges paid shall be borne by the contractor and shall not be reimbursed by the Employer.
- R) **Following Pollution Control Acts and amendments made thereof from time to time shall be applicable.**
1. Water (Preservation and control of Pollution) Act, 1974
  2. Air (Prevention and Control of Pollution Act 1981
  3. Environmental (Protection) Act 1986

The contractor must commit to adopting Environmental management plan for best energy use, waste management, the reduction of pollution as in EMS (Environmental Management system) ISO-14001- 2015

#### **65. ARBITRATION (GCC Clause 24)**

The procedure for arbitration will be as follows: -

- 24.1 If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to **#Superintending Engineer, Damanganga Project Circle, Valsad** (Higher Authority) within 14 days of the notification of the Engineer's decision. If the issue is not resolved, any party can refer the matter for conciliation within 15 days from the decision given by the **#Superintending Engineer, Damanganga Project Circle, Valsad**

#### **24.2**

- (a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the #Superintending Engineer, Damanganga Project Circle, Valsad both the parties have to refer to the #Chief Engineer-Central Gujarat concerned for the conciliation process.
- (b) For the work more than Rs.100 Cr., if any of the parties is not satisfied with the decision of the Superintending Engineer, Damanganga Project Circle, Valsad both parties have to refer to the #Secretary, NWRWS Department, Government of Gujarat for the conciliation process.

If the dispute is not resolved through the conciliation process, contractor may refer the dispute to Gujarat Public Works Contract Dispute Arbitration Tribunal. If the Contractor fails to refer a claim / dispute to the Higher Authority within 14 days of the notification of the Engineer's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time. However, during such period, he would not stop the work in any case.

**SECTION - 4**  
**CONTRACT DATA**

## #CONTRACT DATA

### Clause Reference With respect To section 3

#### Item marked "N/A" do not apply to this Contract.

1. The Employers is [CL.1.1]  
Name: Executive Engineer  
Address: Damanganga Distry Division No.3 Balitha  
Name of authorized Representative (will be intimated later)
2. The Engineer is Executive Engineer  
Name of Authorized Representative: Damanganga Project Circle,  
Valsad
3. The Defects Liability Period is **3 years** from the date of completion. [CL.1.1&33]
4. The Start Date shall be **1<sup>st</sup> days** for the date of issue of the Notice to proceed with the work. [CL.1.1]
5. The Intended Completion Date for the whole of the works is [CL.1.1,17&2]  
**11 Months** after start of work with the following milestones:  
Milestone dates: [CL.2.2& 49.1]  
Physical works to be completed Period from the start date  
Milestone 1 i.e. 25 % 2.75 Month.  
Milestone 2 i.e. 50 % 2.75 Month.  
Milestone 3 i.e. 75 % 2.75 Month.  
Milestone 4 i.e. 100 % 2.75 Month.
6. The Site is located at **Village:-Silvassa D& H & Vapi,** [CL.1.1]
7. The name and identification number of the Contract is: [CL.1.1]
8. The works consist as per schedule-B, B.O.Q. The works shall, inter alia, [CL.1.1]  
include the following, as Specified or as directed:

#### (A) WRD Works

Site clearance; setting – out and layout; carry out required earthwork as suggested by Engineer also to carry out levelling trimming dressing with required compaction, Carry out CC lining using concrete as per approved mix design curing same with water or membrane all as per item specifications all aspects of quality assurance of various components of the works; rectification of The defects in the completed works during the Defects Liability Period; submission of "As- built" drawings and any other related documents; and other item of work as may be required to be carried out for completing the work in accordance with the drawings and the provisions of the contract and to ensure safety.

## (B) Other Items

[CL.1.1]

Any Other Items as required to fulfill all contractual obligations as per the Bid documents.

~~10. The following documents also form part of the Contract:~~

~~Pre-qualification criteria As per clause 2-3~~

[CL.2.3(9)]

11. The law which applies to the Contract is the law of Union of India [CL.3.1]

12. The language of the Contract documents is English [CL.3.1]

13. Limit of subcontracting 25% of the Initial Contract Price [CL.7.1]

14. The Schedule of Other Contractors [CL.8]

15. The Schedule of Key Personnel As per Annex – II to Section I [CL.9]

16. The minimum insurance cover for physical property, injury and death is Rs. 5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, the contractor will pay an additional premium necessary to make insurance valid for four occurrences always. [CL.13]

17. Site Investigation report [CL.14]

18. The Site Possession dates shall be [CL.21]

19. The period for submission of programme for approval of the engineer shall be 21 days from the issue of Letter of Acceptance. [CL. 27.1]

20. The period between programme updates will be 30 days. [CL.27.3]

21. The amount to be withheld for late submission of an updated program shall be Rs 50,000/- [CL. 27.3]

22. The following events shall also be Compensation Events [CL. 44]

Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.

(i) Removal of underground utilities detected subsequently

(ii) Significant changes in classification of soil requiring additional mobilization by the contractor, e.g. ordinary soil to rock excavation,

(iii) Removal of unsuitable material like marsh, debris dumps, etc. not caused by the contractor.

- (iv) Artesian conditions
- (v) Seepage, erosion landslide
- (vi) River training requiring protection of permanent work
- (vii) Presence of historical, archeological or religious structures, monuments interfering with the works
- (viii) Restriction of access to ground imposed by civil, judicial, or military authority

23. The currency of the Contract is Indian Rupees

[CL. 46]

24. **The formula (e) for adjustment of prices are as under:**

~~—[CL.47]~~

- ~~• If any of the commodities like Cement, Steel or Bitumen are not found applicable in a work, the weight component of that commodities {i.e. 'Cement' (Pc), 'Steel' (Ps) or 'Bitumen' (Pb) as indicated in SBD for the purpose of Price Adjustment} shall be clubbed with the weight component of 'Other Material' (Pm), such that the gross % weight of the components shall remain as 100%.~~

~~— R = value of work as defined in Clause 47.1 of Conditions of Contract~~

**Adjustment for labour component**

- ~~(i) — Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:~~

$$V_L = \frac{0.85 \times (P_i/100) \times R \times (L_i - L_0)}{L_0}$$

~~V<sub>L</sub> = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour~~

~~L<sub>0</sub> = The consumer price index for industrial workers for the State on 28 days preceding the scheduled date of opening of technical Bids as published by Labour Bureau, Ministry of Labour, Government of India~~

~~L<sub>i</sub> = The consumer price index for industrial workers for the State for the month under consideration as published by the Labour Bureau, Ministry of Labour, Government of India.~~

~~P<sub>i</sub> = Percentage of labor component of the work.~~

**Adjustment for cement component**

- ~~(ii) — Prices adjustment for increase or decrease in the cost of cement procured by the contractor~~

$$V_c = \frac{0.85 \times (P_c/100) \times R \times (C_i - C_0)}{C_0}$$

~~V<sub>c</sub> = Increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.~~

~~C<sub>0</sub> = The all India wholesale price index for Ordinary Portland Cement on 28 days preceding the scheduled date of opening of technical bid as published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.~~

~~G<sub>i</sub> = The all India average wholesale price index for Ordinary Portland Cement for the month under consideration as published by Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.~~

~~P<sub>c</sub> = Percentage of cement component of the work~~

### **Adjustment for steel component**

~~(iii) — Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula~~

$$V_s = 0.85 \times (P_s/100) \times R \times (S_i - S_0)/S_0$$

~~V<sub>s</sub> = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel~~

~~S<sub>0</sub> = The all India wholesale price index for steel (Mild Steel – Long Products Rebars) on 28 days preceding the date of opening of Bids as published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.~~

~~S<sub>i</sub> = The all India average wholesale price index for steel (Mild Steel – Long Products Rebars) for the month under consideration as published by Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.~~

~~P<sub>s</sub> = Percentage of steel component of the work~~

~~Note : For the application of this clause, the index of **Mild Steel-Long products Rebars** has been chosen to represent the steel group.~~

### **Adjustments of bitumen component**

~~(iv) — Price adjustment for increase in the cost of bitumen shall be paid in accordance with the following formula~~

$$V_b = 0.85 \times (P_b/100) \times R \times (B_i - B_0)/B_0$$

~~V<sub>b</sub> = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.~~

~~B<sub>0</sub> = The official retail price of bitumen at the IOC depot at the nearest centre on the day 28 days prior to the scheduled date of opening of technical bid.~~

~~B<sub>i</sub> = The official retail price of bitumen of IOC depot at the nearest centre for the 15<sup>th</sup> day of the month under consideration.~~

~~P<sub>b</sub> = Percentage of bitumen component of the work~~

### **Adjustment of POL (fuel and lubricant) component**

~~(v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula~~

$$V_f = 0.85 \times (P_f/100) \times R \times (F_i - F_0)/F_0$$

~~V<sub>f</sub> = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.~~

~~F<sub>0</sub> = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at the nearest centre on the day 28 prior to the date of opening of Bids.~~

~~F<sub>i</sub> = The official retail price of HSD at the existing consumer pumps of IOC at the nearest centre for the 15<sup>th</sup> day of the month of the under consideration.~~

~~P<sub>f</sub> = Percentage of fuel and lubricants component of the work~~

~~Note: For the application of this clause, the price of High-Speed diesel Oil has been chosen to represent the fuel and lubricants group.~~

### **Adjustment for Construction Machinery**

~~(vi) Price adjustment for increase or decrease in the cost of plant and Machinery spare procured by the Contractor shall be paid in accordance with the following formula~~

$$V_p = 0.85 \times (P_p/100) \times R \times (P_i - P_0)/P_0$$

~~V<sub>p</sub> = Increase or decrease in the cost of work during the month under consideration due to changes in rates for plant and machinery spares~~

~~P<sub>0</sub> = The all India wholesale price index for **manufacturer of machinery for mining, quarrying and Construction** for the month under consideration as published **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**~~

~~P<sub>i</sub> = The all India average wholesale price index for **manufacturer of machinery for mining, quarrying and Construction** for the month under consideration as published **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**~~

~~P<sub>p</sub> = Percentage of plant and machinery spares component of the work.~~

~~Note: For the application of this clause, index of Heavy Machinery and parts has been chosen to represent the Plant and Machinery Spares group~~

## Adjustment of other materials Component

- (vii) ~~Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula~~

$$V_m = 0.85 \times (P_m/100) \times R \times (M_i - M_0)/M_0$$

~~$V_m$  = Increase or decrease in the cost of work during the month under consideration due to change in rates for local materials other than cement, steel, bitumen and POL.~~

~~$M_0$  = The All India wholesale price index (all commodities) on 28 days preceding the scheduled date of opening of technical Bids, as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**~~

~~$M_i$  = The All India wholesale price index (all commodities) for the month under consideration as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**~~

~~$P_m$  = Percentage of local material components (other than cement, steel, bitumen and POL) of the work.~~

~~The following percentage will govern the price adjustment for the entire contract:~~

1. Labour	_____	$P_l$	____%
2. Cement	_____	$P_c$	____%
3. Steel	_____	$P_s$	____%
4. Bitumen	_____	$P_b$	____%
5. POL	_____	$P_f$	____%
6. Plant & Machinery Spares	_____	$P_p$	____%
7. Other Materials	_____	$P_m$	____%
		_____	
Total		_____	____%
		_____	-----

25. The proportion of payments retained (retention money) shall be 6% {CL. 48} from each bill subject to a maximum of 5% of final contract price.
26. Amount of Liquidated damages for delay in completion of works
 

<p>For Whole of work {CL.49}</p> <p><math>(1/2000)^{th}</math> of the Initial contract price, rounded off to the nearest Thousand, per day. For sectional Completion (wherever specified In item 6 of Contract data) <math>(1/2000)^{th}</math> of initial contract price for #5 km Section, rounded off to the nearest thousand per day.</p>
---

27. Maximum limit of liquidated damages 10 percent of the Initial {CL. 49}  
For delay in completion work Contract Price rounded off to  
the nearest thousand

28. ~~Amount of Bonus for early completion~~ ~~Amount of bonus for early~~  
~~completion of work shall be given~~  
~~as per CL.50 of Section 3~~

29. ~~Maximum limit of bonus for early~~ **5 percent** of the Contract {CL. 50}  
~~Completion of work~~ ~~Price~~

30. ~~The amount of the advance payment are: {CL. 51 & 52}~~

**#Nature of Advances** **Amount (Rs.)** **Conditions to**  
**Be fulfilled**

i ~~Mobilization~~ 10% of the contract ~~On submission of unconditional~~  
~~Price~~ ~~Bank Guarantee. (to be drawn~~  
~~before the end of 20% of the~~  
~~contract period). The contractor~~  
~~may furnish four bank guarantees~~  
~~of 2.5 % of each valid for the full~~  
~~period.~~

ii ~~Equipment~~ 90% for new and 50% of ~~After equipment is brought to site~~  
~~depreciated value for old~~ ~~(provided the Engineer is~~  
~~equipment. Total amount~~ ~~satisfied That the equipment is~~  
~~will be subject to a~~ ~~required for performance of the~~  
~~maximum of 5% of the~~ ~~contract) and on submission of~~  
~~Contract Price~~ ~~unconditional Bank Guarantee for~~  
~~amount of advance~~

iii Secured **Deleted**  
Advance for  
Non-persish  
able material  
Brought to site

~~(The advance payment will be paid to the Contractor no later than 28 days after~~  
~~fulfillment of the above conditions).~~

31. **Repayment of advance payment for mobilization and equipment** {CL. 51.3}

~~The advance loan shall be repaid with percentage deduction from the interim~~  
~~payments certified by the Engineer under the Contract. Deduction shall~~  
~~commence in the next Interim Payment Certificate following that in which the~~

~~total of all such payments to the Contractor has reached not less than 20 percent of the Contract Price or 6 (six) months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 20 percent **(collectively for both Mobilization Advance and Equipment Advance)** of the amounts of all Interim Payment Certificate until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clause 17 and 28.~~

32. Deleted
33. The securities shall be for the following minimum amounts equivalent {CL. 52}  
As a percentage of the Contract Price:  
Performance Security for 5 percent of contract price plus Rs. ....../- (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5

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

34. The Schedule of Operating and maintenance Manuals.....N/A. {CL. 58}
35. The date by which “as- built” drawings (in scale as directed) in 2 sets {CL. 58} are required within 28 days of the issue of certificate of completion of the whole or section of the work, as the case may be.
36. The amount to be withheld for failing to supply “as built” drawings {CL. 58} by the Date required is Rs 50,000/-
37. The following events shall also be fundamentals breach of contract: {CL.59.2}  
“The Contractor has contravened Sub- clause 7.1 and Clause 9 of GCC”
38. The percentage to apply the value of the work not completed representing {Cl 60} the Employer’s additional cost for completing the Works shall be 20 per cent.

**SECTION - 5**  
**TECHNICAL SPECIFICATION**  
(Refer section II to VI)

**SECTION - 6**  
**FORM OF BID**

## FORM OF BID

Description of the Works:

-----

-----

----- BID

To :

Address :

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum (s) of

\_\_\_\_\_  
\_\_\_\_\_

(----- )

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works in the Contact within the time stated in the document.
3. We agree to abide by this Bid for the period of 120 Days from the date fixed for receiving the same, and it shall remain binding upon it and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ----- day of -----20

Signature ----- in the capacity of -----

----- duly authorized to sign bids for and on behalf of -----

-----

\_\_\_\_\_

(in block capitals or typed)

Address

---

---

Witness

---

---

Address

---

---

Occupation

---

---

**SECTION - 7**  
**BILL OF QUANTITIES**

## **BILL OF QUANTITIES**

### **Preamble**

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

## BILL OF QUANTITIES

### (A) Percentage Rate Tender (Up to INR 50 Cr. )

Item No	Description of Item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate In figures	Amount
---- As Per Separate Sheet Attached ----					

I/We am/are willing to carry out the work at..... % above/below percent(Should be written in figures and words) of the estimated rate mentioned above. Amount of my /our tender works out as under.

Estimated amount put to tender

Estimated amount put to tender

Deduct.....% below

Add.....% Above

Net

Net

In words

In words

### (B) For Item Rate Tender (For above INR 50 Cr.):

Item No	Description of Item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate		Amount
				In figures	In Words	

(A) Total Tendered Amount

(B) Rebate on above tendered amount (if any) % (in figure) .....

(in words).....

(C) Net Tendered Amount (A - B) (in figure) .....

(in words).....

#

1	The Contractor shall exhibit a board with detailed specification and details of work as directed by the Engineer-In-Charge for which no extra payment shall be made.
2	The labour cess will be deducted as per prevailing rules i.e. 1% of the work done.
3	GST and Income tax TDS will be deducted at a source while making payments of bills
4	In all R.C.C. Items in Rate Analysis Standard Cement Consumption has been taken as per Govt. G.R.: PRC-10/2017 Cement Consumption/16/C Date:11/05/2017 as stated in S.O.R. therefore in R.C.C. items where there is a change as per actual mix design the cost of difference of cement consumption have been deducted from the rate of original item at the rate of input rate mentioned in all the tender.

**SECTION - 8**

**SECURITIES AND OTHER FORMS**

### **BID SECURITY (BANK GUARANTEE)**

WHEREAS, ----- (name of Bidder) (hereinafter called the "The Bidder") has submitted his bid Dated ----- (Date) for the construction of -----  
-- (Name of Contractor hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that We -----  
(name of Bank) of ----- (name of country) having our  
registered office at ----- (hereinafter called  
"the bank") are bound unto ----- (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 these obligations 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 has been notified of 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 refuse 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 (Correction of  
Errors)

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 conditions or conditions.

This Guarantee will remain in force up to and including the date ----- \*\*  
days after the deadline for submission of Bids as such the 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(Bid Security) 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 SECURITY

TO,

----- (Name of Employer)

----- (Address of Employer)

-----

WHEREAS ----- (name and address of contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contracts No. --  
----- dates ----- to execute -----  
----- (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 Contractors 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 types and proportions of currencies in which the Contract prices 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 is with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to of the Works to be performed thereunder 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 charge, addition or modifications.

This guarantee shall be valid until 60 days from the date of expiring of the Defect Liabilities period.

Signature and Seal of the guarantor ----- Name of Bank -----

-----

Address -----

Date -----

-----  
\*An amount shall be inserted by the Guarantor, representing the percentage the Contract price specified in the Contract denominated in Indian Rupees.

**ADDITIONAL PERFORMANCE SECURITY**

[Clause 34.1. (A)]

TO,

----- (Name of Employer)

----- (Address of Employer)

-----

WHEREAS ----- (Name and address of contractor) (hereafter called "The Contractor") has undertaken, in pursuance of Contracts No. -  
----- dates ----- to execute -----  
----- (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 Contractors 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 types and proportions of currencies in which the Contract prices 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 is with the demand

We further agree that no change or addition to or other modification of the terms of the Contract to of the Works to be performed thereunder 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 charge, addition or modifications.

This guarantee shall be valid until **28 days** from the project completion date.

Signature and Seal of the guarantor ----- Name of Bank -----

-----

Address -----

Date -----

## BANK GUARANTEE FOR ADVANCE PAYMENT

TO,

\_\_\_\_\_ (Name of Employer)

\_\_\_\_\_ (Address of Employer)

\_\_\_\_\_ (Name of Contractor)

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance Payment") of the above mentioned Contract, \_\_\_\_\_ (name and address of Contractor) (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ (name of Employer) a bank guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ (amount of Guarantee)\* \_\_\_\_\_ in words).

We, the \_\_\_\_\_ (bank of financial institution), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ (name of Employer) on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding --- \_\_\_\_\_ (amount of guarantee)\* words) \_\_\_\_\_ (in

We further agree that no change or addition to or other modifications of the terms of the Contractor or Works to be performed thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ (name of Employer) 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 modifications.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ (name of employer) receives full repayment of the same amount from the contractor.

YOUR'S TRULY

Signature and Seal \_\_\_\_\_

Name of Bank/ Financial Institution \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

\* An amount shall be inserted by that Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

**Letter of Acceptance**  
(Letter head paper of the Employer)

\_\_\_\_\_(date)  
To,  
\_\_\_\_\_(Name and address of the Contractor)

\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (Name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees \_\_\_\_\_ (\_\_\_\_\_) (amount in words and figures) as corrected and modified in accordance with the Instructions to Bidders\* is hereby accepted by our agency.

You are requested to furnish performance security, in the form detailed in para 34.1 of ITB for an amount equivalent to Rs. \_\_\_\_\_ within **10 days** of the receipt of this letter of acceptance up to beyond **60 days** from the date of expiry of defects Liability period i.e. up to \_\_\_\_\_ and the Additional Performance Security for an amount equivalent to Rs. \_\_\_\_\_ shall be valid beyond 28 (twenty-eight) days of Project Completion Date i.e. up to \_\_\_\_\_ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours Faithfully

Authorized Signature Name and title of Signatory Name of Employer

\_\_\_\_\_

\* Delete "Corrected and" or and modified if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

**Issue of Notice to proceed with the work**

(Letterhead of the Employer)

----- (date)  
To,

\_\_\_\_\_ (Name and address of the Contractor)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

Pursuant to your furnishing the requisite security in ITB Clause 34.1 and signing of the  
Contract for the construction of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ at a bid Price of Rs.

\_\_\_\_\_.

You are hereby instructed to proceed with the execution of the said works in accordance with  
the contract documents.

Yours faithfully

(Signature, name and title of signatory authorized To sign on behalf of Employer)

## AGREEMENT FORM

This agreement, made on the \_\_\_\_\_ day of \_\_\_\_\_ between  
\_\_\_\_\_  
(name and address of Employer) (Hereinafter called "the  
Employer) and \_\_\_\_\_ (name and address of  
contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute

\_\_\_\_\_

Name and identification number of contract (hereinafter called "the works") and the employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of Rs.

\_\_\_\_\_

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read construed as part of this Agreement.
2. In Consideration of the payment to be made by the Employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to executive and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contracts.
3. The employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
4. The Following documents shall be deemed to form and be ready and construed as part of this Agreement viz
  - i ) letter of Acceptance
  - ii ) Notice to proceed with the works:
  - iii ) Contractor's Bid

- iv ) Conditions of contract: General and Special
- v ) Contract Data
- vi) Additional conditions
- vii ) Drawings
- viii ) Bill of Quantities and
- ix ) Any other documents listed in the Contract  
data as forming part of the Contract.

In witness whereof the parties there to have caused this Agreement to be executed the day  
and year first before written

The Common seal of \_\_\_\_\_

Was hereunto affixed in the presence of :

Signed, sealed and Delivered by the said \_\_\_\_\_

\_\_\_\_\_

In the presence of

Binding signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

**UNDERTAKING**  
**(For Investment)**

I, \_\_\_\_\_ the undersigned do hereby undertake that our firm M/s  
\_\_\_\_\_ would invest a minimum cash up to  
**25%** of the value of the work during implementation of the contract.

(Signed by an Authorized officer of the firm)

\_\_\_\_\_  
Title of officer

\_\_\_\_\_  
Name of firm

\_\_\_\_\_  
DATE

**UNDERTAKING**  
**(For Validity)**

I, the undersigned do hereby undertake that our firm M/s .....  
..... agree to abide by this bid for a period ..... days  
for date fixed for receiving the same and it shall be binding on us and may be accepted at  
any time before the expiration of that period.

(Signed by an Authorized officer of the firm)

\_\_\_\_\_  
Title of officer

\_\_\_\_\_  
Name of firm

\_\_\_\_\_  
DATE

**SECTION - 9**  
**DRAWINGS**

**SECTION - 10**  
**DOCUMENTS TO BE FURNISHED BY BIDDER**

**SECTION -II**  
**SCHEDULE -"B"**

**Name of work:** Providing unskilled labour Rojamdar / Chokidar for Gate Operation, cleaning of canal, water management during canal rotation in Silvassa Section , Vapi-1 & Vapi-2 Section For the Year 2026-27

**SCHEDULE " B "**

Item No	Quantities Estimated	Item of work	Estimated Rate		Unit	Total amount according to estimated quantities.
			In Figures	In words		
1	2	3	4	5	6	7
		Item No.1				
1		Providing unskilled labour Rojamdar / Chokidar for operation of H.R/C.R and outlet gates, routine removing of vegetation, removing of obstacles / debris if any in canal during water rotation period, Cleaning of choked up syphon well if any, oiling greasing of H.R / C.R gates of canal etc complete.				
	143.00	Un Skilled	16244.92	Rs. Sixteen Thousand Two Hundred Forty Four & Ninty Two Paise Only.	Months	23,23,024.00
<b>TOTAL RS.</b>						<b>23,23,024.00</b>

Rupees Twenty Three Lakh(s) Twenty Three Thousand Twenty Four Only

Deputy Executive Engineer,  
Damanganga Canal Sub-Division No-6  
Vapi.

Executive Engineer,  
Damanganga Canal Distry Division No-3  
Balitha(Vapi).

PART – 1  
GENERAL CONDITIONS

**PART – 1**  
**GENERAL CONDITIONS**

DEFINATIONS OF TERMS:

**In general conditions and contract documents, the following expressions shall have the meaning herein assigned to them unless there is something in the subject or context on consistent with such construction.**

- (i) The “**Government**” shall mean the Governor of Gujarat and shall unless excluded by or repugnant to the context, include his successors in offices and accepted assigns.
- (ii) The “**Contractor**” shall mean the tenderer whose tender shall have been accepted by the Government and shall include the tenderer’s legal personal representative successors and assigns. The “**Sub-Contractor**” shall mean the person named in the contract for any part of has been sublet with the consent in writing of the Engineer and the legal representatives, successors and assigns of such person.
- (iii) The “**Engineer**” or Engineer-in-charge or the “**Executive Engineer**” shall mean the Executive Engineer, Damanganga canal Distributory Division No.-3 Balitha (Vapi), for the time being or such other officer as may be duly authorized and appointed in writing by the Government to act as the Engineer for the purpose of the Contract.  
The Engineer where named as final authority for decision shall mean the Superintending Engineer, Damanganga Project Circle, Valsad upto whom the contractor shall have a right of appeal when the contractor is not satisfied with decisions of the Executive Engineer.
- (iv) The “**Chief Engineer**” shall mean the Chief Engineer (South Gujarat) & Additional Secretary, N.W.R.W.S. & Kalpsar Department, Gandhinagar.
- (v) The “**Contract**” shall mean and include the invitation for tenders, work and site conditions general conditions, printed B-1 form with all its appendices, special conditions and detailed specifications, the contract drawings and any letters issued modifying the conditions of contract and the contract between the contractor and the Government.
- (vi) The “**Specifications**” shall mean the specifications annexed to these general conditions, and the schedules there to (if any), and as laid down or implied in the contract documents.
- (vii) “**Site**” shall mean the lands and other places on, under, in or through which works are to be executed or carried out or any other lands or places provided by the Government for the purpose of the contract and includes such other areas as approved by the Superintending Engineer, Damanganga Project Circle, Valsad.
- (viii) “**Construction Plant**” shall mean all appliances, machinery, equipment, live stock or things of whatsoever together with necessary supplied or upkeep and maintenance required in or about the proper execution, completion or maintenance of the works or temporary works, but does not include materials or other things intended to form or forming part of the permanent works.
- (ix) “**Temporary Work**” shall mean all temporary works of every kind required for the proper execution completion or maintenance of the work.
- (x) “**Month**” shall mean the calendar month.
- (xi) “**Writing**” shall include any manuscript, typewritten, computer print or printed statement under or over signature and seal as the case may be.

- (xii) **“Tendered rates”** shall mean the rates entered in words in Schedule “B” of the tender by the contractors and as under rules 10-A, 10-B, 10-C and 10-D of the general and directions for the guidance of contractors.

**2. CONTRACTOR’S OBLIGATIONS:**

- (i) The contractor shall be deemed to have carefully examined the work and site conditions, the general conditions, the special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of works and to have fully informed himself regarding the local conditions. The work should be completed within stipulated time limit. If he shall have any doubt as to meaning of any portion of these general conditions or the special conditions or the scope of work or the specifications or any other matter concerning the contractor, he shall get clarified in good time before submitting his tender set forth the particulars thereof, and submit them to the Engineer in writing in order that such doubt may be removed.
- (ii) The contractor shall, unless in cases specially provided for, make all payments at his own expenses under take to do all things and supply all Labour, materials, construction plant, equipments, temporary works, transport, supervision and every thing whether of a temporary nature or a permanent maintenance of the works, and for performing the obligations of the contract or under the contract, or which the N. W. R. W. S. & K. D. would have to undertake to do or supply had the N. W. R. W. S. & K. D. carried out the construction completion and maintenance of works.

**3. CONTRACT:**

After the contract has been accepted by the Government all orders or instructions to the contractor shall except as herein otherwise provided be given by the Engineer-in-charge on behalf of the Government.

**4. GOVERNMENT AUTHORIZED TO WITHHOLD PAYMENT DUE TO THE CONTRACTOR:**

The Government shall have lien on and over all money payable to the contractor under this contract, and also over this security deposits withhold or recoveries made under relevant clauses of this contract, in respect of any Government by the contractor wither alone or jointly with another person under the provisions of the Government Acts, or any other statutory enactments in force in modification or substitution thereof. Government shall at all times be entitled to deduct the said sum or tax from contractor from the moneys, securities or deposits which may become payable or returnable to the contractor under this contract.

**5. AUTHORITY OF THE ENGINEER-IN-CHARGE:**

So far as it is legally or physically impossible, the contractor shall execute, complete and maintain the works in strict accordance with the contract under the directions and to the entire satisfaction of the Engineer-in-charge and shall comply with and adhere strictly to the Engineer-in-charge’s instructions and directions on any matter whether mentioned in the contract or not. The Engineer-in-charge shall decide all questions and work executed, manner of execution, rate of progress of the works, interpretation of plans and specifications and acceptable fulfillment of the contract on the part of the contractor. He shall determine the amount and quality of work performed and materials furnished and his decision and measurements shall be final. In all such matters and in any technical questions which may arise touching the contract, his decision shall be binding on the contractor. The Engineer-in-charge shall have to the power to enforce such decisions and orders if the contractor fails to carry them out promptly. If the contractor fails to execute the work ordered by the Engineer-in-charge, the Engineer-in-charge may give notice to the contractor specifying a reasonable period therein and on expiry of that period,

proceed to execute such work as may be deemed necessary and recover the cost thereof from the contractor.

**6. CONTRACT DRAWINGS AND SPECIFICATIONS:**

- (a) Supply of sets of contract drawings and certified copy of accepted tender will be governed by clause 13 of the B-1 Form. In case of discrepancy in special condition (Part-3), the specification of Material (Part-4) and Item wise detailed specification (Part-5), Item wise detailed specification (Part-5) is considered to be final.
- (b) The drawings which form part of these specifications show the work to be done in as much details as is possible at the present stage. They will be supplemented or superseded by such additional detailed drawings as may be necessary as the work progresses. The contractor shall perform the work on these features and in accordance with these additional or revised drawings, as the case may be and at the applicable rates as per the contract. Revised and/or additional drawings will be available for inspection in the office of the Executive Engineer, Damanganga Canal Distributory Division No-3, Balitha (Vapi), and if copies of the same are required by the contractor three sets of such revised and / or additional drawings will be given free of cost on request. Additional copies of the same will be supplied at Rs.150 (Rupees one hundred fifty only) per each of such additional copies of each drawing.
- (c) The Contractor shall check all drawings carefully and advise the Engineer immediately of any errors or omissions discovered. The contractor shall not take advantage of any kind of any error or omission in the drawings supplied. If the contractor does not point out any mistake, he shall have to face the consequence thereof and bear extra cost, if any incurred by him on this account.

**7. DATA AND DRAWINGS TO BE FURNISHED BY THE CONTRACTOR:**

The contractor shall submit to the Engineer for approval within two months from the date of receiving notice to start work, plans showing layout of construction plant and equipment, roadways, temporary bridges, unloading facilities and storage yards, offices, colony including its services and housing facilities, drainage and water supply amenities which he proposes to put up at site etc. He shall also submit on completion of work plans of above as actually adopted during execution for incorporation in the completion report. He shall also indicate programme of such works etc.

**8. USE OF SITE:**

- (a) The contractor shall be permitted to use without any charge the site and all lands required for the permanent occupation of the works. He will also be allowed during the period of his contract the use of any other lands at the rates under clause 55(B-1) of tender in the vicinity of the works as and when the Engineer may consider such use to be necessary for bonafide purpose of works. The contractor shall not commence any operation on such lands except with prior approval of the Engineer -in -charge.
- (b) All areas of operation, including those for his staff and Labour colonies handed over to the contractor shall be cleared and handed back in good condition to the Engineer except areas under works constructed as per this contract or those for which specific approval has been obtained from the Engineer. The contractor shall make good, to the satisfaction of the Engineer-in -charge, any damage or alterations made to areas which he has to hand back or to other property or land handed over to him for purpose of this work.
- (c) Temporary structures may be erected at his own expense by the contractor for storage sheds, offices, residences etc. for non-commercial use on the land handed over to him and with the permission of the Engineer. These structures shall comply with all regulations that may be in force and / or specified by the Engineer with regards thereto. For such non-commercial use of land and rent shall be charged at the rate of Rupees 5 per month per every hectare or fraction thereof as mentioned under clause 55 (B-1) of the conditions of contract.

- (d) The contractor shall preserve all existing vegetation such as trees on or adjacent to the site which do not interfere with constructions as determined by the Engineer. The contractor shall take all possible precautions in felling trees authorized for removal to avoid any unnecessary damage to vegetation and trees not to be felled and to structures under construction or to workmen and shall be responsible for any damage if it occurs in such operations.

All produce from cutting of trees, grass etc., shall be the property of Government and shall be stacked at the place specified by the Engineer. No claim shall be made for such cutting and stacking of trees or grass etc., by the contractor.

- (e) The lands shall, as herein before mentioned, be handed back to the Engineer, within six months after the completion of the work under this contract. Also no land shall be held by the contractor longer than the Engineer shall deem necessary and the contractor shall on due notice by the Engineer, vacate / return the land which the Engineer may certify as no longer required by the Contractor for purpose of the work.

**9. BASE LINES AND GRIDS:**

- (a) Permanent base lines and cross-lines shall be established at sufficiently close intervals with bench marks at all corner points to serve as "Reference Grid". The contractor shall provide at his expense all templates pillars, stakes, equipments, materials and Labour for establishing the Grid lines and pillars shall be responsible for their proper maintenance during the whole period of construction. These shall be laid out with prior approval of land and checked by the Engineer. No base line or bench or reference mark shall be used as reference line, mark or level for the work without prior approval of the Engineer-in-charge. The contractor shall maintain a certified copy of such reference grid and he shall not remove any of them without the prior approval of the Engineer-in-charge.
- (b) The contractor shall layout the work from these reference base lines in consultation with the Engineer-in-charge and shall be responsible for the correctness of all measurements and levels in connection therewith, notwithstanding the fact that the same might have been checked by the Engineer's staff.
- (c) The contractor shall be responsible for proper execution of the work to such lines, grades as may be specified in the drawings or established or indicated by the Engineer.

**10. FENCING AND LIGHTING:**

- (a) The contractor shall unless otherwise specified, be responsible for the proper fencing, lighting, ventilation, guarding and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary roadway, for passengers or other traffic and of owners and occupiers of adjacent properly and of the public and shall remain responsible for any accidents that may occur on account of his failure to take proper and timely precautions.
- (b) **Lighting:** All the works, approaches shall be adequately illuminated with electric lights to the Government authorized under the Indian Electricity Act. Any addition and alteration or omission shall be got approved from the Engineer and got certified from the Electrical Inspector. Work spots such as faces of excavations, concreting, masonry work etc. shall be adequately provided to the satisfaction of the Engineer-in -charge.  
Wherever more than one agency is working in the same area, the contractor who has already provided lighting arrangements shall extend the facilities to the other contractor who shall pay for such facility at mutually agreed rates. In case of dispute, the matter shall be decided by the Engineer-in -charge whose decision shall be final.
- (c) All the arrangements made for fencing & lighting shall be maintained by the contractor throughout the pendency of the contract till physical taking over of the work by the Department.
- (d) If after all the work under this contract is completed and accepted as such and in case the Engineer so directs, the contractor shall maintain the lighting, drainage, communication facilities etc., up to a date determined by the Engineer.

No payment for such services maintained on direction after the completion and acceptance of the work under this contract shall be made. The maintenance of these services during the pendency of the work is however the contractor's responsibility and at his cost except where other specified.

**11. LIABILITY FOR ACCIDENTS TO PERSONS:**

Responsibilities and liabilities of the contractor under Workmen's Compensation Act are given in clause 37, 37-A and 37-B of the B-1 Form. In addition following shall also apply:-

- (a) On the occurrence of an accident which result in death of workmen employed by the contractor or which is so serious as likely to result in death of any such happening of such accidents intimate in writing to the Engineer the fact of such accident. The contractor shall indemnify Government against all loss or damage sustained by the Government, resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Government as a consequence of Government's failure to give notices under the workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accident.
- (b) In case of an accident in respect of which compensation may become payable under Workmen's Compensation Act whether by the contractor or by the Government principal, it shall be lawful for the Engineer to retain out of money due and payable to the contractor, such sum or sums of money as any in the opinion of the Engineer be sufficient to meet such liability. The opinion of the Engineer shall be final in regard to all matters arising under this clause.

**12. ACCESS TO SITE AND WORK ON SITE:**

The Engineer may if he considers fit from time to time enter upon any lands which may be in possession of the contractor under this contract, for the purpose of executing any works not included in this contract and may execute such works not included in his opinion and the contractor shall in accordance with the requirements of the Engineer, afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other contractor employed by the Government and his workmen or for the workmen of the Government who may be employed in the execution on or near the site of the work not included in the contract, or of any contract in connection with or ancillary to the work and in default, the contractor shall be liable to the Government for any delay or expense incurred by reason of such default. Provided always that if the exercise of these powers shall cause any damage to the contractor he may within fifteen days of such damage arising make a statement of the same to the Engineer who shall from time to assess the value in his judgment of such damage and the Government shall from time to time pay to the contractor the amounts (if any), accepted as justified by the Engineer.

**13. OPENING OUT WORK:**

Should the Engineer consider it necessary in order to satisfy himself as to the quality of the work, the contractor shall at any time during the continuance of the contract pull down or cut into any of the work, and make such of things into and to such extent though the same, as the Engineer may direct and contractor shall make good the same at his cost to the satisfaction of the Engineer.

**14. CONTRACTOR TO KEEP INVENTORY OF PLANT ETC.:**

The contractor shall prepare and maintain an inventory of all materials, temporary rolling stock, and plant purchased or hired for use or employment or for any of the purpose of this contract and such inventory or a copy thereof shall at all time be available for inspection by the Engineer. A complete and upto-date copy of the inventory shall be submitted to the Engineer in the beginning. Changes in the interim period if any shall be communicated within ten days.

## **15. PROGRESS SCHEDULE:**

- (a) The contractor shall furnish within one month of the order to start the work, a progress schedule in quadruplicate indicating the date of 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 of materials, plant and machinery. The Schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of time, order and manner in which it is proposed that these shall be executed. The Schedule should be framed keeping requirement of clause 71 of B-1 form in view and be such as is practicable of achievement towards completion of the work in the time limit and of the particular items on due dates specified in the contract and shall have the approval as in this schedule shall be adhered to. In case it is found necessary at any stage to alter the schedule, the contractor shall submit in good time a revised schedule, incorporating necessary modifications proposed and get the same approved by the Engineer. No revised schedule shall be operative without such acceptance in writing.

Detailed schedules for each working season showing the progress proposed to be achieved month by month for each major item and quarterly for other items shall be submitted to the Engineer not later than the prescribed date by the Engineer-in-charge proceeding the working season, and got approved.

The Engineer is further empowered to ask for more detailed schedule or schedules, say week, for any item or items, and the contractor shall supply the same as and when asked for.

- (b) The Engineer shall have, at all times, the right without in any way vitiating this contract or forming grounds for any claim to alter the order of the work or any part thereof and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress schedule accordingly and submit four copies of the revised schedule to the Engineer within seven days of the Engineer's direction to alter the order of works.
- (c) The contractor shall furnish sufficient plant, equipment and Labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress schedule. The working and shift hours shall comply with all government regulations in force, and shall be such as may be approved by the Engineer. That shall not be varied without the prior approval of the Engineer.
- (d) The contractor shall from time to time as may be required by the Engineer furnish the Engineer with a statement in writing of the arrangement he purposes to adopt for the execution of this contract and the Engineer may if he consider necessary at any time, advise alteration in the same which the contractor shall adopt on notice thereof.
- (e) The progress schedule shall be in the form of progress charts, forms, statement and/or reports as may be approved by the Engineer. The contractor shall submit four copies showing the progress of the work in forms and charts etc. at periodical intervals as may be specified by the Engineer.
- (f) The approval of the progress schedule by the Engineer shall not relieve the contractor of any of his duties and responsibilities under the contract. The adoption of any modification in the schedule required by the Engineer shall not entitle the contractor to any extra payments.

## **16. REPORTS REGARDING LABOUR:**

The contractor shall submit the following reports to the Engineer-in-charge.

- (i) A daily in a form as may be prescribed of the strength of Labour, both skilled and unskilled, employed by him on the works. The contractor shall increase or decrease the strength both skilled or unskilled if directed by the Engineer-in-charge. The submission of such reports shall not however, relieve the contractor of his

responsibilities and duties regarding progress or any other obligations under the contract.

- (ii) A classified weekly return in the prescribed form of the number of persons employed on the works during the preceding week.
- (iii) A weekly medical report in the prescribed form showing the health of the contractor's camp, the number of persons ill or incapacitated and the nature of their illness.
- (iv) A report of any accident which may have occurred to be sent within 12 hours of the occurrence.
- (v) Such other reports as may be prescribed.

**17. OTHER CONTRACTS FOR THE WORK:**

Government has the right to split up the corporate work detailed in the work and site conditions into distinct items and this contract shall apply only to these items which shall have been specified in this contract.

Should the Government enter into other contract for specified items of the corporate, each contractor shall co-operate with others to the fullest extent and shall allow to each other every facility and co-ordination for execution of their works simultaneously and satisfactorily, as intended in these designs, specifications and drawings.

Should there be a dispute or disagreement between, the contractors for any cause whatsoever, same shall be referred to the Engineer, whose decision regarding the co-ordination, co-operation and facilities to be provided by any of the contractors to the others shall be final and binding on all parties and such a decision or decisions shall not vitiate any contract, not absolve the contractor of his responsibilities under the contract form the grounds for any claim or compensation.

**18. INTEREST ON MONEY DUE TO THE CONTRACTOR :**

- 1. No omission by the Engineer to pay the amount due upon measurements or otherwise shall vitiate or make void the contract.
- 2. The contractor shall not be entitled to interest upon any guarantee, fund of payment in arrears or upon any balance which may be due to him on the final settlement of his account.

**19. CONTRACT DOCUMENTS AND MATTERS TO BE TREATED AS CONFIDENTIAL:**

All documents, correspondence, decisions and other matters concerning the contract shall be considered as of confidential and restricted nature by the contractor and he shall not divulge or allow access thereto any unauthorized persons of any kind.

**20. GUARANTEE PERIOD :**

Notwithstanding what is mentioned in clause 17 and 20 of the printed B-1 form, during the period of 12 months from the date of putting the plant or works into commercial use, the contractor shall be liable for the replacement of any part of the plant or works found defective from the causes arising from faulty materials, workmanship or other causes for which in the judgment of the Engineer, the contractor is responsible for making good any damage arising there from. The guarantee period in respect of plant or work for which replacement of any part has been made for the above reasons shall be extended until the expiry of the 12 months after the replaced part shall have been put into commercial use.

**21. PATENTS RIGHTS:**

In the event of any claim or demand, being made or action being brought against the Government for infringement of letters patent, registration of design or trade mark in

respect of any machine, plant, work material or thing used or supplied by the contractor under this contract or in respect of any method of using or working by the Government of such machine, contractor he shall indemnify the Government against all costs and expenses arising from or incurred by reason of any such claim is made, and that the contractor shall be at liberty if he so desires, with the assistance of the Government, if required, but at the contractor's expenses to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such machine, plan, work, material, or thing shall be used by the Government for any purpose or in any manner other than that for which they have been supplied by the contractor and specified under this contract.

**22. PERSONNEL OF THE CONTRACTOR:**

- (a) The contractor shall, at all times, maintain on the work, a staff of qualified Engineers and supervisors of sufficient experience of similar other jobs, to assure that the quality of work turned out shall be as intended in these specifications. The contractor shall also maintain at the work, a works manager of sufficient status, experience an office and duly authorize him to deal with all aspects of the day to day work. All communications to and commitments by this works manager shall be considered binding on the contractor.
- (b) The contractor shall supply to the Engineer, details of names, qualifications and experience in regard to all supervisory staff employed by the contractor and notify changes when made, and satisfy the Engineer regarding the quality and sufficiently of staff thus employed.
- (c) The Engineer will have the unquestionable right to ask for changes in the quality and numbers of the contractor's supervisory staff, and to order removal from the work, and any connection therewith of any of such staffs. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer-in-charge.

**23. TRAINING OF GOVERNMENT'S PERSONNEL:**

The contractor shall, if and as directed by the Engineer - in - charge provide, free of any charge, adequate facilities to the Government for training of Government officers, supervisors, foremen, skilled workmen etc., not exceeding twelve in number at any one time on the contractor's works. They will work with the contractor's staff and remain under his control. Their salaries etc., will be borne by the Government and training scheme will be arranged by the Engineer - in - charge, in consultation with the Contractor.

**24. CO-OPERATION WITH OTHER CONSTRUCTION AGENCIES:**

The contractor shall in accordance with the requirements of the Engineer-in-charge afford all reasonable facilities for any other contractors or piece workers employed by the N.W.R. W.S. & K. Department and their workmen and for the workmen of the N.W.R. W.S. & K. Department and of any other properly authorized authorities or statutory bodies who may be employed on the execution on or near the site of any work not included in the contract or of any contract which the the N.W.R. W.S. & K. Department may enter into connection with ancillary to the works.

The contractor shall conduct his work so as not to interface with or hinder the progress or completion of the work being performed by other contractors or piece workers or by the N.W.R. W.S. & K. Department and shall as far as possible arrange this work and shall place and dispose off materials being used or removed so as not to interfere with the operations of the contractors, piece workers or the the N.W.R. W.S. & K. Department. He shall join his work with that of others in an acceptable manner and shall perform it in proper sequence to that of others.

The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and save government from any and all damages and claims that may arise because of inconvenience, delay or loss experienced by him because of the presence and operations of others working on or near the site. He shall assume all responsibility for all works not completed or accepted because of the presence and operations of other contractors or piece workers or of the Public Works Department.

**25. RESIDENTIAL ACCOMMODATION AND SANITARY AND MEDICAL ARRANGEMENTS TO BE PROVIDED FOR THE LABOUR EMPLOYED BY THE CONTRACTOR:**

- (a) Before opening a Labour camp, the contractor shall obtain and follow the advise of the concerned Assistant Director of Public Health regarding the camp site, accommodation water and food supply, sanitary, arrangements etc.
- (b) The contractor shall build sufficient number of huts for the Labour on a suitable plot of land according to the following specifications :
  - (i) A good site shall be selected. High ground removed from jungle but well provided with trees shall be chosen wherever it is available. The neighborhood thick jungle, grass or weeds should be particularly avoided. Camps should not be established close to large cuttings or earth work. When a good natural site cannot be procured, particular attention should be given to drainage.
  - (ii) The lines of huts shall have open space of at lease 10 Mts. between rows.
  - (iii) Huts of bamboos and grass may be constructed.
  - (iv) There should be no over crowding. Floor space on a scale of 10 Sq.Mts. per head shall be provided.
  - (v) Care shall be taken to see that the huts are kept lean and in good order.
  - (vi) The contractor must find his own land. If he wants Government land, he should apply for it and pay rent for it.
- (c) The contractor shall provide an adequate supply of pure and whole some water for laborers at a rate of not less than ten gallons per head per day. No provision need be made if there is a suitable nalla, river, well or adequate tap water arrangement within a half kilometer of the camp.
- (d) The contractor shall construct trench or semi-permanent latrine for laborers on a scale of not less than five for every 100 persons or part thereof. Separate latrine shall be provided for men and for women. The laborers may be at their option allowed to use either the trench system or the latrine system.
- (e) The contractor shall construct :
  - (i) Screened bathing places on a scale of not less than one for every 20 persons or part thereof. Separate bathing places shall be provided for men and women.
  - (ii) Washing places for washing clothes on scale of not less than one for every 30 persons or part thereof.
  - (iii) An efficient drainage arrangement for removing sludge water bathing and washing places and for its disposal without causing nuisance.
- (f) The contractor shall provide the necessary staff for effecting conservancy, sanitation and cleanliness to the satisfaction of the Engineer-in-charge. Sweepers shall be employed on a scale of not less than one sweeper for every 200 persons or part thereof.
- (g) The contractor shall arrange for all anti-malaria measures for the Labour employed on the work as directed by the Assistant Director of Public Health.
- (h) The contractor shall take suitable measures for fire prevention and control to the satisfaction of the Engineer-in-charge.

**26. NOTICE- HOW TO BE GIVEN:**

Where any legal or other notice or any other document or any direction is to be given to or served upon the contractor it shall be deemed to be duly given or served, if it shall

have been either delivered to him personally or to his recognized agent (including in the case of Company, the Secretary of such Company) or delivered at, or sent through the post addressed to the contractor at the contractor's office on the site or sent through the post addressed to the last known place of business or address of the contractor or in the case of a company, to its registered office and in the case of a firm of contractors a notice or other documents, which shall be so given to or so deemed to have been given to or served on all of them.

**27. COST OF FACILITIES AND INCIDENTAL WORKS:**

The cost of all the facilities, or any other incidental works etc. as described in various clauses that may have to be provided by the contractor for the purpose of this contract shall be borne by the contractor and no payment shall be made for the same unless specifically mentioned or stipulated.

**28. DAMAGE BY FLOODS OR ACCIDENTS:**

The contractor shall take all precautions against damage to the works by floods & waves of tides or from accidents. No compensation shall be allowed to the contractor for his plants or materials or damaged by floods & waves of tides or from other cause. The contractor shall be liable to make good any damage to the work or the plant or material of N.W. R. W.S. & K. Department lost damaged by floods & waves of tides or from any other cause, while in charge of the contractor. Clause 20 A of form B-1 shall apply only in case of unprecedented flood.

**29. TREASURE TROVE:**

In the event of discovery by the contractor or his employees during the progress of work, of any gold, silver, oil or other minerals of any description and precious stones, treasures, coins, antiquities, relics, fossils or other articles of value or interest, whether geological, archaeological or any other such treasure and other things shall be deemed to be the absolute property of the Government and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-charge, from time to time deliver the same to such person or persons as the Engineer may appoint.

The contractor shall take all reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or things, shall immediately after discovery any carry out his orders for disposal of the same.

**30. INDEMNITY:**

The contractor shall indemnify the N. W. R. W. S. & K. Department against all actions, suits, claims and demands brought or made against N. W. R. W. S. & K. Department in respect of any matter or things done or omitted to be done by the contractor with execution of or in connection with the works of this contract and against any loss or damage to the N. W. R. W. S. & K. Department in consequence of any action or suit being brought against the contractor for any thing done or omitted to be done in execution of the works of this contract.

**31. PROGRESSIVE MEASUREMENTS OF MATERIALS AND WORKS:**

If, in the opinion of the Engineer, the progress of work achieved by the contractor is not adequate, the period between two successive progressive measurements as in clause 10 of printed B-1 Form may at the discretion of the Engineer, be extended.

**32. LABOUR CONDITIONS:**

While employing skilled or unskilled laborers, the contractor shall give first preference to the persons certified to him by the engineer or his duly authorized agencies.

**33. WORK ORDER BOOK:**

An order book shall be maintained on the work and the contractor shall sign the orders given by the Engineer – in –charge or his agent and shall carry out properly to the directions.

**34. RELATIONS WITH PUBLIC AUTHORITY:**

The contractor shall comply with all proper and legal orders and direction given from time to time by any local or public authority and shall pay out of his own money any fees or charges to which he may be liable.

**35. INSURANCE OF LABORERS:**

The contractor shall be responsible to arrange for insurance of all laborers skilled and unskilled workers, supervisors etc. employed by him as per Labour regulations of the State.

**36. TITLE OF CLAUSES:**

The titles of the clauses do not form part of the same and shall not affect their legal construction.

**37. JURISDICTION:**

The contract shall be governed by the laws of India for the time being in force and be subject to the jurisdiction of Indian courts.

**38. CONSTRUCTION OF THE CONTRACT:**

The contract shall in all respects be construed and operated as a contract as defined in the Indian Contract Act, 1872 and all payments made there under shall be made in rupees unless otherwise specified.

**39. Videography &Photography:**

Videography and photograph shall be taken before, after and ongoing execution of work at least 4 stages of work. Videography and photography shall be clear enough to represent nature of work done and technical parameters.

- Supply of Nos. of Video CD and photograph shall as directed by Engineer-in-charge.
- Contractor have to make all arrangement for taking Videography and photography.
- Editing it & present to department before finalization of work. No Extra Payment shall be made.
- 

Signature of Contractor

Executive Engineer  
Damanganga Canal Distributory Division No.-3  
Balitha (Vapi).

## PART – 2

### WORK AND SITE CONDITIONS

## PART - 2

Name of work :- **Providing unskilled labour Rojamdar / Chokidar for Gate Operation, cleaning of canal, water management during canal rotation in Silvassa Section , Vapi-1 & Vapi-2 Section For the Year 2026-27**  
**Work And Site Condition**

**1. LOCATION :**

The works include **Providing unskilled labour Rojamdar / Chokidar for Gate Operation, cleaning of canal, water management during canal rotation in Silvassa Section , Vapi-1 & Vapi-2 Section For the Year 2026-27** Valsad.under in Damanganga Canal Sub Div. No.6, Vapi Under jurisdiction of Damanganga Canal Disributory Division No.3, Balitha (Vapi). Formerly the Canal Constructed by DCDD-3, Balitha-Vapi Division & now require repairs to serve better.

**2. DETAILS OF SOURCES OF MATERIALS ARE AS UNDER :**

Sr. No.	Name of Materials	Sources	Approximate distance from the site of work
1.	<del>Coarse Aggregates</del>	--	-
2.	<del>Fine Aggregates</del>	-	-

The above information are given for general guidance to contractor. The contractor shall however ensure and satisfy himself regarding all viz. the sites condition, source of material and their quantum, available service etc.

**3. BRIEF DESCRIPTION OF THE WORK :**

The work is to be carried out under jurisdiction of Executive Engineer, Damanganga Canal Disributory Division No.3,Balitha (Vapi). The work under the contract, Specification & drawing pertains to the **Providing unskilled labour Rojamdar / Chokidar for Gate Operation, cleaning of canal, water management during canal rotation in Silvassa Section & Vapi-1 Section For the Year 2024-25.** **LIST OF WORKS TO BE EXECUTED**

Sr .No	District	Taluka	Village	Name of Work	Estimate Cost In Rs. Ps.
1	Valsad	<u>Silvassa, Vapi.</u>	Silvassa , Vapi	<b>Providing unskilled labour Rojamdar / Chokidar for Gate Operation, cleaning of canal, water management during canal rotation in Silvassa Section , Vapi-1 &amp; Vapi-2 Section For the Year 2026-27</b>	24,12,410.00
				<b>Total Rs.</b>	24,12,410.00

**4. LABOUR:**

Only unskilled Labour are available locally at the site. All skilled and semi skilled Labour will have to be brought from outside.

**5. ACCOMMODATION.**

Housing accommodation is not available at the site. No go down or storage facilities are available at the site and the department will not be in a position to provide such facilities at the site. The contractor shall have to make required arrangement for the work at his own risk and cost if found necessary.

**6. MATERIALS TO BE USED:**

In the proposed work, sand, aggregate, Cement, steel etc. are to be used.

**7. WATER SUPPLY:**

Potable water will be available in the village nearby the site. Contractor shall have to make their own arrangement for drinking water supply and also for the construction purpose on the site of work, if needed.

**8. THE INFORMATION AND DATA:**

The information and data mentioned herein above as well as shown or given in the various drawings accompanying the tender documents are for general information only. The department shall have no responsibility in respect of accuracy of these information, interpretation and conclusions drawn by the contractor in so far as the information / data are concerned. The contractor shall have to make their own investigations to satisfy themselves in regard to information/data given herein above.

**9. SITE CONDITION:**

**Providing unskilled labour Rojambar / Chokidar for Gate Operation, cleaning of canal, water management during canal rotation in Silvassa Section , Vapi-1 & Vapi-2 Section For the Year 2026-27.** The work is to be executed on formerly Canal Constructed by DCDD-3, Balitha-Vapi Division. It is required to maintain now to serve better. It is advice to have site visit before quoting rates & study the nature of work. It shall be deemed that the contractor have satisfied themselves as to the nature and pertaining to transport handling and availability and storage of materials, availability of labour, weather condition at site and that the tenderer has estimated his cost accordingly and the department will bear no responsibility for any of such knowledge of site conditions and also consequences thereof.

**10. ROADS:**

The contractor shall construct and maintain suitable service / Infrastructure roads & inspection path or vehicle road in the work limit. Any haul or approach roads if necessary for the contractor's work shall be constructed / removed if necessary at his own cost. There will, however, be no charge of any reasonable use of any road constructed by Government. Above operations shall be carried out by the contractor at their risk & cost and no Payment shall be made by the Department.

**11. ELECTRIC POWER:**

The contractor shall have to make their own arrangements for getting power supply. If any difficulty is experienced in getting the power, the department may help in settling the difficulty to the extent possible without any obligation on the part of the department on this issue. The power supply is available at village nearby the site.

**12. OBSERVATION OF FOREST RULES:**

During the construction period, the labourers and other employed by the contractor agencies shall strictly observe the following requirements:

- (a) Shall not possess or make use of any sorts of weapons (gun, spears etc.) explosive etc. and also shall not engage in hunting animals either for their flesh or for their bites.
- (b) Shall not fall or break the trees for use as fire wood.
- (c) Purchase all the requirement of teak wood from authorized fire wood depots run by the forest department.

**13. MEDICAL AID:**

The contractor shall make his own arrangement for normal medical aid to their staff and Labour. For serious cases which have to send to Civil and other Hospital at Valsad.

The contractor shall also provide at his own cost first aid arrangement at various works spots in accordance with the Labour rules and regulations and as may be directed by the engineer.

**14. POST & TELEGRAPH:**

There is sub post & telegraph office at local villages & Taluka places.

15. **SUPPLY OF PETROL & DIESEL:**

At present there is no such facility available for petrol and diesel at the work site. But this facility is available at Taluka places.

Signature of Contractor

Executive Engineer  
Damanganga Canal Distributory Division No.3,  
Balitha(Vapi).

PART – 3  
SPECIAL CONDITIONS

**PART - 3**  
**SPECIAL CONDITIONS**

**SPECIAL CONDITION**

- (1) The contract is for providing the following unskilled labours services under the jurisdiction of Damanganga Canal Sub Division No-6, DCDD-3 Balitha(Vapi) and Section office Amli , under control of Deputy executive Engineer,Damanganga Canal Sub Division No-6 for Providing services of Un-Skill Employee .
- (2) The Employee must be of age more than 18 years and above and well experienced for above mentioned work, Adequate knowlegde to the respective above work shall be physically strong.
- (3) The Unskilled Employee to be provided by agency/contractor should be sincere and obedient to all their superiors. The persons provided by the agency must have good character any of them should not have any criminal case against them/him.
- (4) The department or the engineer in charge reserve the right to reduce the nos. of persons of each category as per requirement and when it is asked to provide for monsoon period.
- (5) The working period of above labours to be provided is for Eleven Months.
- (6) The Labours provided will have to work minimum 8 hours per day/Shift of working as instructed by Engineer-in-charge.
- (7) The persons provided by the agency, if found notorious or lazy and not working properly as per requirement, the agency is bound to give replacement of such persons immediately.
- (8) The agency is bound to pay the wages to the person provided as per minimum wages Act.
- (9) (a) In case of any of the above persons provided/engaged by the agency, remains absent on any of working day at site, the agency shall have to provide another person in lieu of the absent person immediately. On failure the part of the agency to do so the D.E.E. incharge or the representative of this office shall engaged persons at his own in the interest of Govt. in that case the agency shall liable to pay him what so ever wages decided by the engineer-in-charge.  
(b) In case of suitable person is not available from outside, the engineer in charge shall continue the corresponding works by the department staff & the amount of salary with all allowances and perks T.A. etc. of that persons for the respective period will be recovered from the agency's respective bills.  
(c )If arrangement for another person/persons is made by the agency in case of absent of any engaged persons, the payment to the agency shall be made only for present persons for that particular period.
- (10) The agency shall be responsible for providing the required persons mentioned above regularly as and when require by the engineer incharge at site. If the agency fails to provide the required persons without any reasonable reason continuously for 10 days period, then the contract will be liable for termination without any predjudice.
- (11) The safety of the working machineries and protection of the same, including all accessories T&P articles, Tools etc. shall be maintained against any damage whether major or minor on account of carelessness or negligence of the persons provided by the agency.
- (12) The execution of contract shall be carried out as per the instructions of Deputy executive Engineer, Damanganga Canal Sub Division No-6, Vapi further necessary action for making of payment of R.A. bills.
- (13) If any damage to the Govt. Machinery/Equipments will occurs due to negligency of the operator during the operation of the machine/Equipment, the agency will be fully responsible for the damage & he has to repair or replace damage parts, accessories or T&P articles at his risk & cost or the actual expenditure will be recovered by the dept. from his R.A. bills.

- (14) The rates shall be quoted per person per Month basis only.
- (15) The department will not give any facilities to stay the persons provided at the site. The arrangement of stay and facilities of stay of persons provided shall be at their own cost and risk. No any other benefit will be paid by the department except the rate quoted in the Tender documents.
- (16) The conditional offer is liable to reject the Tender without giving any reason.
- (17) Recovery of labourcess @ 1 % of the cost of works done & 2.5% as S.D. shall be deducted from the bill of the contract done shall be recovered from the bill of the contractor as per clause No.79 of the contract.
- (18) The rates should be quoted inclusive of all types of levies & Taxes.
- (19) The insurance policy of the persons provided by agency should be insured by the agency. (accident policy etc.).Contractor are advised to take workman's compensation policy as per Act 1923 Contractor/Agency has to provide safety equipments to the personels deployed for the work
- (20) The personshas to keep the machinery clean & dust free during his duty.
- (21)The agency has to Provide authenticated I-CARD to each employed person including necessary safety equipment like,handglows,Safetyshoes,SafetyBelt,Tourchetc to the engineer staff. Agency has to carry out police verification of each person to be employed before commencement of contract.
- ( 22) The agency will be responsible for any damage to machinery or any loss of machinery to government by any unauthorised persons.
- (23) The Agency providing persons should have registration of government approved commisioner of labour dept. and should have minimum three years of experience of Govt. labour contracts and shall obey all the prevailing rules and regulations of labour Acts and P.F. Acts.
- (24) The quantity shown in Schedule-B is approximate. Any increase or decrease in quantity, agency will have no rights of any kind of extra payments.
- (25) The insurance policy be obtained by the agency before starting the work at his cost & proof of it is to be produced
- (26) The labourlicence for the work should be taken from the competant authority before starting the contract @ their own expense.
- (27) If agency demands for service tax, the proof of payment of it should be produced.

## **28.0 RECOVERIES :**

Deductions from running account bill on account of the following items shall be made to the extent mentioned against each item.

- (i) Security Deposit at stipulated rates.
- (ii) Penalty if any in full.
- (iii) Expenditure incurred by Government on behalf of the contractor in full.
- (iv) Hire charge to plant and equipment in full.
- (v) Other recoveries in full.
- (vi) Income-tax deductions.
- (vii) Sales tax
- (viii) Labour welfare cess
- (ix) Royalty of materials
- (x) Vet/ GST

## **29.0 DELAYS IN PAYMENT**

There may be delay in payment for the works executed by the agency for want of grant for the same; the contractor shall be bound to bear such delay without any claim in this regard.

## **30.00 PAYMENT OF SECURITY DEPOSIT**

Contractor shall have to pay security deposit within prescribed time limit as specified in clause-1 of terms and condition of contract. In no case ,period for paying security deposit shall be extended and in such case tender / contract already shall be considered as cancelled and Earnest Money Deposit of contractor shall be forfeited .An adverse note to that effect in the confidential report of contractor shall be made under intimation to registration authority for cancellation of registration.

While scrutinizing / evaluation of bidder for pre-qualification progress of work on hand in water resources department shall be critically examined simultaneously with other criteria of pre-qualification and qualification of bidder shall be decided accordingly. Similarly the contract in case of any bid to whom already entrusted has been terminated on account of not paying security deposit or poor progress of work or work is not completed as per tender quantity or any other reasons nor attributable to the government shall not be considered for pre-qualification.

**31.00 AWARD OF WORK:**

Contractors registered under Class "E1" and above are eligible for the works.

To Complete these works within time limit & to achieve the required progress of work and to utilized available budget in time the following special condition are laid down at the opening of the tender.

- (i) Contractor registered under class "E1" and above are eligible for the work as per G.R.Govt. of Gujarat R&B Deptt.Resolution No.RGN/6089/8/Part-1/C Dated: 06.08.2011
- (ii) Contractor has to produce Bank solvency and Sardar Sarovar Narmada Nigam Ltd Bond as per Govt. of Gujarat R&B Deptt.Resolution No.RGN/6089/8/Part-1/C Dated: 06.08.2011

**32.00 SPECIAL CONDITION FOR RELEASE OF SECURITY DEPOSIT:**

Deposit will be released as under irrespective of any other provision in Printed B-1 form Deposit will be released as under

In addition to this, Deposit as per clause 17(B) will also be deducted and released subject to provision of the clause concerned

33.0 Payment will be made as per Monthly basis .There is every possible of abnormal saving to be accrued.In this aspect. The agency shall not claim for loss of profit.No any claim for loss or profit will be entertained in any circumstance

34.00 Special Condition

1. Tender will be opened only those bidders whose experience certificate in 3A format will be received online as well as physical in hard copy by this office.
2. Authority has right to accept or reject any or all tenders without assigning any reason to the bidders

**DEPUTY EXECUTIVE ENGINEER**  
**DAMANGANGA CANAL SUB DIVISION NO-6**  
**VAPI**

**EXECUTIVE ENGINEER**  
**DAMANGANGA CANAL DISTRY DIVISION NO-3**  
**BALITHA(VAPI)**

PART- 4  
SPECIFICATIONS FOR MATERIALS

## PART - 5

### ITEMWISE DETAILED

### TECHNICAL SPECIFICATIONS

**Name of work: - Providing unskilled labour Rojamdard / Chokidar for Gate Operation, cleaning of canal, water management during canal rotation in Silvassa Section , Vapi-1 & Vapi-2 Section For the Year 2026-27**

### **SPECIFICATIONS**

**Item No.1 : Providing unskilled labour Rojamdard / Chokidar for operation of H.R/C.R and outlet gates, routine removing of vegetation, removing of obstacles / debris if any in canal during water rotation period, Cleaning of choked up syphon well if any, oiling greasing of H.R / C.R gates of canal etc complete.**

**Scope of work :-**

Damanganga irrigation scheme is a Major project scheme. The Water to the farmers is supplied to Damanganga Right Bank Main Canal and Left Bank Main Canal passing through Dadra Nagar haveli, Gujarat and Daman. The Canal under the jurisdiction of this office Passes through the villages of Vapi Taluka and Silvassa (Dadra nad nagar haveli). The canals network also consist of minors & sub minors. Some Part of the canal net-work is lined and some part is unlined. The major crop during Kharif Rabi season & Hot Season is Paddy and Sugarcane.

1. Operation of H.R / C.R and outlet gets for all canals including routine Maintenance up to the end of Rabi season and Hot Season.
2. During Rabi irrigation water should be reached at the tail of the canals.
3. The routine maintenance like obstruction of bunds in canals, outlet operations should be carried out for smooth flow of irrigation water up to tail of canal.
4. The gate operation stationery shall be supplied by the department.

**Mode of Measurement:-**

The unit rate of payment will be Monthly bases for a entire works done satisfactory for entire months (Regular muster roll register will be operated in the maintenance office and to be signed daily by the representative of agency and representative of the department will cross check the presence and working of the deputed labour at any time.

➤ **Salary slips of labours shall be submitted with bills.**

**DEPUTY EXECUTIVE ENGINEER  
DAMANGANGA CANAL SUB DIVISION NO-6  
VAPI**

**EXECUTIVE ENGINEER  
DAMANGANGA CANAL DISTRICT DIVISION NO-3  
BALITHA(VAPI)**