

**ROAD AND BUILDING DIVISION
DISTRICT PANCHAYAT
DEVBHUMI DWARKA**

DRAFT TENDER PAPER

Name of work:- Construction of Shiva Katkola Road K.M. 0/0 to 2/40 Kms
(Non Plan), Ta.Bhanvad

Tender Cost. Rs. **18145042.85**

| Sr No. | Name of Road | Length in Kilometers. | Amount Put to Tender |
|--------|--|-----------------------|----------------------|
| 1 | Construction of Shiva Katkola Road K.M. 0/0 to 2/40 Kms (Non Plan), Ta.Bhanvad | ----- | 18145042.85 |

Superintending Engineer
Panchayat R&B Circle No.1
Rajkot

**ROAD AND BUILDING DEPARTMENT
GOVERNMENT OF GUJARAT**

OMD" Bv!

GUJARAT STATE ROADS & BUILDING DEPARTMENT/WATER
RESOURCES DEPARTMENT

UIHZFT ZFHI DFU" VGI DSFG IJEFU

**PERCENTAGE RATE TENDER AND CONTRACT FOR
WORKS**

SFDM DF8[G\ 8SFJFZL NZJF / \ 8g0Z VGI SMg8fS8

Name of Work-
SFDG\GFD

Construction of Shiva Katkola Road K.M. 0/0 to 2/40 Kms (Non
Plan), Ta.Bhanvad

Division vIJEFU

Panchayat Road and Building Division- Devbhumi Dwarka

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18.00 P.M.

Issued To. v zl

OPENED BY

ON DATE

Executive Engineer
Panchayat R&B Division
Devbhumi Dwarka

ROADS & BUILDINGS/ WATER RESOURCES DEPARTMENT**MEMORANDUM OF WORKS IN BRIEF**

| | | | |
|--------------|--|-------------------|--|
| 1 | Estimated Cost | Rs. | 18145042.85 |
| 2 | Earnest Money: | Rs. | 181500-00 |
| 3 | Validity period of tender offered | :- | 120 days from the date of opening of online tender in case of single cover system & shall be counted from the date of opening technical bid in case of two cover system tenders. |
| 4 | Security Deposit - | :- | |
| (i) | In the form of small Savings or Narmada Bonds (of minimum one year time limit) -- 1.5% | Rs. | 272200-00 |
| (ii) | To be deducted from bills -- 2.5% | Rs. | 453700-00 |
| (iii) | Performance bond of Schedule bank 1.5% | <u>Rs.</u> | <u>-272200.00</u> |
| (iv) | Total 5.5% | Rs. | 9,98,100-00 |
| 5 | Time allowed for competition of the work from the date of written order to commence the work | :- | 9 Months. |
| 6 | Other Details | :- | |
| (i) | Mode of quoting rates in Schedule of items to be carried out | :- | In figures as well as in words. (Premium/Rebate/At Par) |
| (ii) | Tender Inviting Authority | :- | Executive Engineer, Panchayat (R&B) Division Devbhumi Dwarka |
| (iii) | Tender Opening Authority | :- | Superintending Engineer, Panchayat (R&B) Circle-1, Rajkot |

Executive Engineer
Panchayat (R&B) Division
Devbhumi Dwarka

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DETAILS OF E-TENDER NOTICE

| | | |
|--------------------------------|---|---|
| Tender Notice No. | | 10/2026-27 of Devbhumi Dwarka |
| Name of Project. | | Road Work |
| Name of work:- | Construction of Shiva Katkola Road K.M. 0/0 to 2/40 Kms (Non Plan), Ta.Bhanvad (First Attempt) | |
| Estimated Cost. | Rs. | 18145042.85 |
| Period for completion | | 9 Months. |
| Eligibility of Contractor. | | B Class with special category III & Above (road work) |
| Tender currency | | Indian Rupee (INR) |
| Joint virtue | | Non Applicable |
| Rebate | | Applicable |
| Documents fee (Tender fee) | Rs. | Rs 3600 -rs |
| Bid Processing Fee payable to | | In form of DD/Pay sleep/Banker cheque payable to Executive Engineer Panchayat R&B Division Devbhumi Dwarka. |
| Bid security (EMD) | Rs. | 181500-00 |
| Bid security favour on. | | Executive Engineer Panchayat R&B Division Devbhumi Dwarka. |
| Bid Document dwnloading | | From 18/06/2026 18.00 hrs. |
| Prebid meeting | | - |
| Last date and time for receipt | | Up to 09/07/2026 18.00 hrs. |
| Bid Opening date. | | Dt. 10/07/2026 12: 00 hrs. |
| Bid validity | | 120 days |
| Remarks | <p>"FDR for E.M.D and DD/Cheque/Pay sleep for Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. and tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. and tender fee is received electronically. However for the purpose of realization bidder shall send the DD/cheque/pay sleep in original reach to S.E at the time of tender opening and send the same through R.P.A.D. so as to Executive Engineer, Panchayat R&B Division- District Panchayat Building, Lalpur Byepass Road, R & B (P) Div. 2nd Floor, 12-B, West. Khambhaliya Dist.Devbhumi Dwarka, within 7 days from the last date of tender opening. Penaltative action for not submitting DD/cheque/pay sleep in original to E.E. by bidder shall be initiated. FDR for Exemption certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online. Any documents in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc) and hard copy will not be accepted separately."</p> | |
| Office Inviting bid. | | Executive Engineer Panchayat R&B Division Devbhumi Dwarka. |
| Bid Opening authority. | | Superintending Engineer Panchayat R&B Circle-1, Rajkot |
| Address | | Racecourse Road, Bahumali Bhavan, Second Floor, Rajkot. |
| Contact details. | | |

Executive Engineer
Panchayat R&B Division

FORM B-1/OMD" Bv!**CONTRACT FOR WORKS****ROADS AND BUILDING/WATER RESOURCES DEPARTMENT****CIRCLE –; S", Panchayat Road and Building Circle No.1. Rajkot****DIVISION- 10JLhG Panchayat Road and Building Division- Devbhumi Dwarka.****ADDITIONAL INSTRUCTIONS TO PERSONS TENDERING : 8p0Z EZGFZG[JWFZFG ; RGFVM****1.0 Mode of Submitting Tender :**

The tenders shall be submitted in Electronic format only on online Web-site www.nprocure.com till the date & time shown in Page No.2

Offers in Physical form will not be accepted in any case.

Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class-III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India are as mentioned under :

| <u>Sr.No.</u> | <u>Name of Certifying Agency</u> | <u>Website Address</u> |
|----------------------|---|--|
| 1. | (n) Code solution (G.N.F.C) | www.gnvfc.com |
| 2. | Safecrypt | www.safecrypt.com |
| 3. | TCS | www.tcs.-ca.tcs.co.in |
| 4. | MTNL | www.mtnltrustline.com |

2.0 Competency of Tenderer :

No contract will be awarded except to responsible bidders capable of performing the class of work contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within the time stipulated. Tender may be required to furnish the tender inviting authority with the statements as to their experience and their financial status. Tenderer shall be a registered contractor in appropriate class of the Roads & Buildings Department or Water Resources Department of Government of Gujarat.

3.0 Tenderer to inform Himself:

Tenderer will be deemed to have inspected the site and to have satisfied himself as to the nature of all works, all existing roads, water-way and other means of communication and access to and from the site and work and the building that may be required for temporary purpose in connection with the construction, completion and maintenance of the works and must make his own inquiries as to work, yard sites and depot, and dumps and as to acquisition of such additional sites, rates and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works and availability of water for construction activities, power, quarries and labour.

4.0 Payment of Tender Fee and Earnest Money Deposit : “FDR for E.M.D and DD/Cheque/Pay

sleep for Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. and tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. and tender fee is received electronically. However for the purpose of realization bidder shall send the DD/cheque/pay sleep in original reach to S.E at the time of tender opening and send the same through R.P.A.D. so as to **Executive Engineer, Panchayat R&B Division- Devbhumi Dwarka**, within 7 days from the last date of tender opening. Penaltative action for not submitting DD/cheque/pay sleep in original to E.E. by bidder shall be initiated. FDR for Exemption certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online. Any documents in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc) and hard copy will not be accepted separately.”

Any document in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc.) (R&B Circular No. 5ZRv !_Z__(v 5 v ; dated 18-1-2008 & 27-11-08)

5.0 Payment - The tenderer must understand clearly that the rates quoted are for completed works and include all costs due to labour, scaffolding plant, supervision, service work, power, royalties and octroi etc. and to include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/rates quoted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground of misrepresentation or on the ground that he was supplied with information given by any person (whether the member is the employee of Public Works Department or not). Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.

6.0 Tender Forms - This form will state work to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be paid by the successful tenderer and percentage, if any, to be deducted from bill. It will also state whether a refund of quarry fees royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates, and any other documents required in connection with work which shall be signed by the Executive Engineer for the purpose of identification shall also be open for inspection by Contractor at the office of the Executive Engineer during office hours. However Every 'blank' in the form of the e-tender and in the Schedule and Annexures must be filled up by the tenderer and must be submitted online.

7.0 Quoting of Rates :-

The bidder should quote his bid premium or rebate at the end of Schedule B. if he do not wish to quote premium or rebate, he should indicate "at par" in the blank space preceding "% above / below" in schedule B. Thereafter he should work out and indicate the offered bid amount both in words and figures in schedule B.

The following rule shall apply only to the works having estimated cost above Rs.750 lacs for Road, 700 lacs for Bridge and Building (G.R. R&B.D No. TNC-1777-281-C, dated 30-7-1992 & PDW/3079/D-2959/part I/136 C Dtd. 24/4/2007 and SRR-10-2015-17-C Dt. 3-2-2017 may be referred to)

- (a) Tenderers are normally not permitted to suggest any alteration in the works specified in the tender form or in the time allowed for carrying out the work or any other conditions of any sort. However, if it is felt necessary by the tenderer to have any conditions, he shall have to clearly mention the same in very clear terms in the appropriate section of technical bid. The tenderer will have to fill in necessary details online in 'technical bid' and 'price-bid' separately. No such tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each work online.
- (b) If price-bid contains any conditions, the same shall be rejected outright.
- (c) It should be very clearly understood by all the tenderers that the technical bid should be restricted only to technical matters and conditions / stipulations having financial implications. The technical and price bids shall contain adequate cross reference wherever necessary to ensure clear and proper correlation of them with two bids without any ambiguity whatsoever. **The price bid of main tender should not be disclosed in the technical bid.**
- (d) The technical bid will be opened first online on or any other suitable time thereafter by the competent tender opening authority of the Government. Bidders who wish may remain present. The technical bid shall be evaluated first and wanting details, if any and clarifications in respect of conditions if any will be called from the tenderers. In such case, the contractor will be required to submit clarification/ details (including with respect to conditions

if any) within the stipulated time allowed for the purpose. If the contractor does not furnish the wanting details / clarification in time, his tender would be liable for rejection.

- (e) The conditions specified in technical bid should invariably be accompanied by proper financial evaluation with mode of calculation specifying assumptions, quantities, rate and ceiling amounts for each condition and shall also accompany the information in the form stating (a) Sr. No. (b) Description of the condition (c) Financial evaluation (Vide R&B.D. G.R.No. TNC/7777/281-C, dated 30-9-92) (d) Ceiling amount to be added in price-bid, in case condition is not accepted.
- (f) Ceiling amounts shall be binding on the contractors and are liable to be added to the tender amount.
- (g) The evaluation as given by the contractor as modified by tender opening authority with the ceiling limit will then be intimated to all the bidders. No further opportunity shall be given to the contractors to modify/ withdraw conditions at that stage. After completion of evaluation of the technical bid in all respects the competent authority will decide about date of opening of price bid and the same will be intimated to the bidders. After opening of price bid and their evaluation the tender inviting authority reserves the right to negotiate about the tender(s) further will any or all the contractors.

8.0 Earnest Money :-

Earnest money in specified form @ 1% of the estimated cost must be sent as specified in Instruction No. 4 preceding electronically Tenderer may pay earnest money upto Rs.50,000 in the form of fixed deposit or fixed deposit at call receipts with a validity period of not less than six months of Nationalised or Scheduled bank or Narmada/ Shrinidhi F.D.Rs. drawn in favour of Executive Engineer/ Divisional Officer concerned. Earnest money by cheque & Bank Guarantee shall not be accepted. (vide R&B.D. G.R.No. TNC/ 1090/ (100) (4)-C, dated 4-11-2000). However in respect of the works estimated to cost above Rs.50 lacs, the amount of earnest money in excess of Rs.50,000 can be offered by the contractor, at his choice, in the form of Bank Guarantee of the Scheduled or nationalized Bank only. The Bank Guarantee in such cases will be furnished in the following form. In such cases also, the amount of earnest money first Rs.50,000 will be paid only in the form of crossed demand drafts or fixed deposit receipts or deposit at call receipts worth the validity period of not less than 6 months of the nationalised or scheduled or Narmada/ Shrinidhi F.D.Rs.

The Contractors who have secured exemption certificate for payment of earnest money by depositing Lump Sum Earnest money Deposit need not pay earnest money, but produce the certified copy of the exemption certificate alongwith the tender electronically. If the contractor does not remit the tender fee & the earnest money within the specified time his registration will be held in abeyance for one year and his tendering code will be cancelled for one year.

If the contractor does not turn up to pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of his offer, the earnest money paid for this work will be forfeited and such tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to blacklist the Contractor will be initiated without Delay. (Vide R & B D G.R. No. Misc. -1097-90-1091/97-Z/ C dated 4-11-097 & Parach-10-2008 -5-C-partfile dated 27-11-08)

Bank Guarantee is applicable only when the estimated cost of work is more than Rs. 50 lacs.

BANK GUARANTEE

Whereas M/s. _____ (hereinafter called the Tenderer) is desirous and preferred to tender for works in accordance with the terms and conditions of tender for the work of _____ and where as We, Bank, agree to give the tenderer a guarantee for the Earnest Money.

1. Therefore, we hereby affirm, that we are guarantors on behalf of the Tenderer up to total rupees _____

_____ in words) Rs. _____ (in figures) and we undertake to pay to Executive Engineer _____ Division

Department of Government of Gujarat the (name of Govt. previous notice of judicial or to be specified), up to his first written demand, without demur, without delay and without the necessity of a previous notice of judicial or administrative procedures and without the necessity to prove to the Bank the defects or shortcomings or debits of the contractor any sum within the limit of Rs.

2. We further agree that the Guarantee herein contained, shall remain in full force and effect during the period that would be taken for the acceptance of tender. However, unless a demand of claim under this guarantee is made on us in writing on or before the _____ (Date to be specified - will not be less than 180 days from the stipulated date of receiving the tender) we shall be discharged from all liabilities under the guarantee thereafter.
3. We undertake not to revoke the guarantee during its currency except with the previous consent of the Executive Engineer _____ Division in writing.
4. We lastly undertake not to revoke the guarantee for any charge in constitution of the Tenderer or of the Bank.

Date _____ **Signature & Seal of Guarantor** _____

Bank Address _____

- 8.2 The Earnest Money submitted in the form of deposit-At-call receipt shall need minimum validity of six months from the last date of online submission of tender. Tender not supported with tender fee. Earnest Money & documents and not submitted in electronic format (by scanning) while uploading the bid shall be rejected as NON Responsive. If the tenderer modifies or withdraws his tender, the Earnest Money (in case of EMD exemption certificate, proportionate amount equivalent to EMD of particular tender) shall be forfeited and the tenderer may be disqualified from tendering for future works under the Government.
- 8.3 The Earnest Money will be returned to the unsuccessful tenderers. The Earnest Money will be returned to the successful tenderer after he furnishes security deposit and duly enters into the contract.
- 8.4 Within Ten days or within such time as may be decided by the Tender Inviting Authority from date of receipt of the letter accepting his tender, the successful tenderer shall furnish the required security deposit and attend the office of the Tender Inviting Authority for execution of the contract documents. If he fails to furnish the security deposit or execute the contract document, his Earnest Money (in case of EMD exemption certificate equivalent amount therefrom) shall be forfeited and action to blacklist the contractor will be initiated without delay (Vide R&B.D. G.R.No. Misc. 1097-90-1091-97-Z/ C dated 4-10-97)

9.0 Accompaniments of Tender : (to be submitted in electronic format only through on line (by scanning) as duly certified true copies)

The contractor shall have to furnish:

- (i) Demand Draft of Tender fee and FDR for Earnest Money or Earnest Money Exemption Certificate.
- (ii) Copy of Partnership Deed or Memorandum as well as Articles of Association in case of the company and intimate permanent addresses of his partners/ Directors of Company. All copies submitted shall be duly attested.
- (iii) Copies of certificate regarding previous experience, as required.
- (iv) Declaration showing all works completed during preceding 5 years and works on hand with the Contractor and the value of works that remained to be executed in each case.

- (v) A certificate of Registration as approved contractor of prescribed category from authorities stipulated in Notice Inviting Tenders.
- (vi) P.A.N. issued by Income-Tax Department.
- (vii) Copy of Provident Fund Registration – Code No.
- (viii) Duly filled in and digitally signed declaration form as provided after as last item of section-1 & Memorandum duly filled in & digitally signed as given in Section-2.
- (ix) A solvency certificate of Current Calendar year. It shall be of Scheduled bank or Nationalised bank or Bank approved for Government business.
- (x) Required Annexures duly filled in when pre-qualification is involved.

Required documents are to be submitted in electronic format only as part of tender document failing which the tender will be rejected outright and will be considered as NON-RESPONSIVE.

10.0 Tender liable to be Invalid :

It may please be noted that the tender is liable to be considered invalid especially, if the requirements as per Instruction No. (i) to (ix) above are not complied with.

11.0 Right of rejection of tenders.

- (i) Right is reserved by the Tender Inviting Authority to reject any or all tender(s) without assigning any reason thereof.
- (ii) In addition to the above, the tender will also be liable to be rejected outright if:
 - (a) The tenderer proposes any alteration in the work specified or in the time allowed for carrying out the work or in any condition.
 - (b) The tenderer or in the case of a firm, each partner or the person holding the power of attorney thereof does not digitally sign section-2 or signature/s is/are not attested by a witness.
 - (c) Any person who submits & tender shall fill forms online including the rates of items put to tender. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each work online.

12.0 Method of Tendering:-

- 12.1 If the tender is made by an individual, it shall be digitally signed by the individual above his full name and current address.
- 12.2 If the tender is made by a proprietary firm, it shall be digitally signed by the proprietor above his full name and the full name of his firm with its current address.
- 12.3 If the tender is made by a firm of partnership, it shall be digitally signed by a partner of the firm holding the power of attorney and digital certificate for the firm. A certified copy of the power of attorney shall be provided in physical form along with other documents. A certified copy of the partnership deed, full name and current address of the firm and full name and the current addresses of all the partners of the firm shall also be provided along with other documents.
- 12.4 If the tender is made by a limited company or a limited corporation, it shall be digitally signed by duly authorized person holding digital certificate for the company/ corporation and power of attorney for signing the tender in which case a certified copy of the power of attorney shall be provided separately in physical form along with other documents. Such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 12.5 All digital signatures in the tender documents shall be dated.

13.0 Eligibility and qualification requirement.

To establish acceptability of the satisfaction of Tender Inviting Authority the tenderer shall provide the following :

- 13.1 Details of plant and machinery immediately available with tenderer for use on the works.
- 13.2 Details of plant and machinery proposed to be procured for the works.
- 13.3 Details of technical, supervisory and administrative personnel already employed by the tenderer that the proposes to utilize for this work and such other personnel he proposes to employ further for the work.
- 13.4 Copies of registration certificate and P.A.N. allotted by income Tax Office.
- 13.5 Separate Notes in sufficient details on each of the following :
 - (i) Method and technique of construction
 - (ii) Sequence of execution of various important components of the work;
 - (iii) Cash-flow arrangement

14.0 Deviation or modifications In Tender Documents:

- 14.1 All tenderers are cautioned that tender containing any condition and/or deviation from the contractual terms and conditions, specifications, quoting/ offering rates/ prices in different manner than specified in the tender and/or any other requirements of tender shall make the tender liable for outright rejection and shall be considered as non-responsive for all practical purposes. The decision of the Tender inviting authority in this regard shall be final and binding to the tenderer.
- 14.2 Alternative tenders are not acceptable.

15.0 Submission of tender

- 15.1 Tender shall be submitted in an online manner only on website www.rnb.nprocure.com
Last date & time of online submission **/01 /2020 up to 18.00 Hrs.**
- 15.2 “FDR for E.M.D and DD/Cheque/Pay sleep for Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. and tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. and tender fee is received electronically. However for the purpose of realization bidder shall send the DD/cheque/pay sleep in original reach to S.E at the time of tender opening and send the same through R.P.A.D. so as to Executive Engineer, Panchayat R&B Division- near Moti Buag Bhavnagar, within 7 days from the last date of tender opening. Penaltative action for not submitting DD/cheque/pay sleep in original to E.E. by bidder shall be initiated. FDR for Exemption certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online. Any documents in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc) and hard copy will not be accepted separately.” (R&B Circular No. 5ZRv !_Z__(v 5 v ; dated 18-1-2008 & 27-11-08)

16.0 Evaluation of Tenders

- 16.1 Technical evaluation will be made of the tenderer's proposed method and technique of construction, construction programme, sequence of components of the work, proposed resources assigned to do the work to determine the acceptability, adequacy and reasonability of rates, his past performance and present resourcefulness.
- 16.2 To assist in the examination, evaluation and comparison of tender, the tender inviting authority may ask tenderer individually for clarification of their tenders including breakdown of unit rates. The request for clarification and response shall be in writing but no change in substance of the tender shall be sought, offered or permitted at that stage.

- 16.3 Award may be made to the tenderer whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of capacity and financial resources.
- 17.0 Receipt of Payments:**
Receipt of payment made on account of any work, when executed by a firm shall be signed by all the partners except where the contractors are described in their tender as firm in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
- 18.0 Opening of tenders:
The Authorised Officer / competent authority shall open tender online on website www.rnb.nprocure.com on _____ at _____ hrs. or any other suitable time thereafter, in his office in the presence of intending Tenderers or their representative who wish to remain present at that time. He will enter the amount of the tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall, thereupon for the purpose of identification, sign copies of the specifications and other documents mentioned in his tender.
- 19.0 General rules and directions:**
- 19.1 No receipt for any payment made by a Contractor will be entertained by the Government in regard to any matter relating to this tender or the contract shall be valid and binding on the Employer unless it is signed by the Authorised staff members of the Government.
- 19.2 All works shall be measured net by standard measure and according to the rules and customs of the R&B/ Water Resources Department or any other method approved by the R&B/ Water Resources Department without reference to any local custom. The measurements of work will be taken according to the usual method in use in the Roads & Buildings Department and no proposal to adopt alternative method will be accepted. The Executive Engineer's decision as to what is the usual method in use in the Roads & Building department will be final.
- 19.3 Under no circumstance shall any Contractor be entitled to claim enhanced rate for any item in this contract except as provided in contract conditions.
- 19.4 The contractor shall not be permitted to tender for the work in which his near relative is working as the officer in the sphere of his jurisdiction in the Tender inviting authority.
- Note:-** By term "near relative" is meant wife, husband, parents, children, brothers, sisters, uncles, aunts, consins, and in laws.
- 19.5 The contractor should compulsorily furnish his latest address(es) including the latest address of his partners and the place(s) of filing his/their income-tax returns alongwith the tender. Any changes, in such addresses, during the tenure of contract should invariably and forthwith be intimated by the Contractor to the Executive Engineer.
- 20.0 Submission of additional information / documents:**
In addition to various specified documents and information required to be submitted along with tender, the bidder may be required to provide any other document/ relevant information as considered necessary by the tender inviting authority and the tenderer shall be required to provide the same as per the requirement of the tender inviting authority. Even the successful bidder may be required to provide the same as and when required by the authority during subsistence of the contract.
- 21.0 Bank:**
Wherever the word "Bank" is used in the document, it would mean Schedule Bank, Nationalised Bank, IDBI Bank, AXIS Bank, ICICI Bank, HDFC Bank and other banks approved by Reserve Bank of India to undertake State Government Business (F.D. G.R. EMD-SD- 102006 -1081 – DMO- 01, dated 30-3-2012)
- 22.0 Tender validity period**

In case of single cover system tenders, the tender for the work shall remain open for 120 days counted from the date of opening on line tenders. In case of two cover system tenders, the tender for the work shall remain open for a period of **120 days counted from the date of opening technical bid** (R&B D. G.R. No. TNC- 10- 2013(2)- C dated 10-5-2013).

- 23.0 The successful contractor shall exhibit the board in prominent place of worksite showing the brief details of project work under execution, financier, cost of work and broad details of inputs/ specifications and targeted goals. (R&B.D. G.Rs. No. TNC-1090-24-C dated 18-11-1991, 17-8-02 and 25-10-02)
- 24.0 The contractor will not use the premises of project/ work under construction for his staff, labourers or for any other purpose. If he do so, market rent for such unauthorized used will be recovered. The marker rent will be decided by the Engineer-in-charge.
- 25.0 All statutory Taxes deductible at source under various acts and notifications by Government shall be deducted while making payment for which T.D.S. certificates shall be issued.
- 26.0 **Declarations:** The tenderer will have to make declaration enlisted in the form attached herewith and shall affix his signature to the form in token of correctness of declaration made therein (G.R. R&B.D. No. TNC-IIB-22 (10)-C dated 24-5-90 should be referred to)
- 27.0 If the tendered rate of any item is higher by more than Ten percentage of the offered tender premium or rebate based percentage, the payment of such item/s in running bills shall be made at the sanctioned estimated rate plus/ minus percentage of accepted tender plus five percent of sanctioned estimated rate. The amount so withheld shall be released in running bills in proportion to financial progress of items for which abnormally low rates are tendered. If no abnormally low rates are tendered, the amount so withheld shall be released in running bills in proportion to the progress of work. (R&B circular No. Parach- 102008- 61- C, dated 27-11-08 and of even number dated 3-5-2013)

Tender documents for work as specified on page number one of this Booklet

DECLARATION FORM- V\$ZFZG\OMD"

- (i) I/We hereby declare that I/we have visited the site and fully acquainted myself/ourselves with the local situations regarding materials, labor and other factors pertaining to the work before submitting this tender.

s! f C\VD\ VFYL V\$ZFZ SZ\ K\SZLV\ KLV\ S\ VF 8\0Z ZH\ SZTF 5C\ F D\VD\ : Y\GL D\, FSFT , LWL K\VG\ SFDG\ , UTF DF, ; FDFG4 DHZL VG\ALHL AFATMG\, UTL : YFGLS 5IZI: YITGL HFTvDFICTL D\JL KP

- (ii) I/We hereby declare that I/We have carefully studied the conditions of contract, specifications and other documents of this work and agree for execute the same accordingly.

sZf C\VD\ VFYL V\$ZFZ SZ\ K\SZLV\ KLV\ S\ VF S\8FS8GL XZTMGL IJUTM VG\ 8\0ZG\ , UTF N: TFJ\HM SF\HL5\JS Velf; S\MMK\ VG\T\DH\A ; DT K\KLV\

- (iii) We agree to receive payments, if delay is due to late receipt of grant-in-aid from Government for panchayat works.(Applicable to panchayat works only).

s#f HL<, F 5RFI T TZOYL 9ZJJFDRSFD\VVU\; ZSFZL TZOYL ; CFI S VGNFG D\JFDRIJ, A YJFGF SFZ6MHMSZ\ SFD\VVU\ R\$J6\IJ, AYL , JDA\VDZL ; DIT KP sOST 5RFI TGF SFD\DF8\H VF , FUJ5OX\FP

DECLARATION CERTIFICATE

(G.R. date 4-2-89 as revised by GR. No. TNC – 1083/6681/4/C, dated 31-8-1994).

- (iv) I/We hereby declare that my/our near relative are not working in this Division or in its sub-division as an Ex. Engineer, Deputy Executive Engineer, Assistant Engineer, Additional

Assistant Engineer, overseer, Divisional Accountant, Store Keeper, Manager of Atithi/Vishram Gruha and in the circle as a Superintending Engineer in addition for Panchayat works not working nor having posting as chairman of P.W. committee or as incumbent in Jill Panchayat at today.

s\$f CjVD[VfYL V\$ZFZ SZ]KjSZLV[KLV[S[DFZfjVDFZ GHISGF ; UF VF IJEFULI SRZLDATPH T[Cp/GL 5Bf IJEFULI SRZLVMDASF1 5F, S . HGZ4 DNNGLX . HGZ4 VWLS DNNGLX . HGZ4 . HGZ4 VMUJ; LI Z4 IJEFULI IC; FAGLX : 8MZSL5Z4 VITYlqJzFDUCGF DGjHZ TYF JTY/ SRZLDVVIW1FS . HGZzL TZLS[TYF T p5ZAT 5RFI TGF SFDMDf8[IH<, F 5RFI TDFAWSFd ; IDTLGARZDjG S]H<, F 5RFI TGF VgI 5NFIWSFZL TZLS[CF, 8pOZ EZJFGL TFZLB[SFD SZTF GYL4 S[CMMWZfJTf GYLp

Z: TF4 5], M DSFGMGfSFDGM JS"VMOZ . xI]YI F 5KL TJT"H SFDGF : Y/ p5Z T[SFDGL GLRGL IJUTM NXFJT] AMO" . HFZNfZ[5MTFGfBR[5]NXLT SZJFG]ZCXP

DFU"VG[DSFG IJEFU Cp/GA~p5P_ , FBYL JWfZ[ISDTGF Z: Tf4 5], M DSFGMGfSFDMP5Z SFDGL IJUT NXFJTfVAMO"ov

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|-----------------------------|---|----------------------------|---|
| ! P SFDGF GFD sSFDGM 5\$FZf | 0 | &P ; j5ZJf. hZL : 8F0G]GFD | 0 |
| ZP IJEFUG]GFD | 0 | *P SFD X~ SZJFGL TFZLB | 0 |
| #P 5Bf IJEFUG]GFD | 0 | (P SFD 5)~ SZJFGL TFZLB | 0 |
| \$P 8pOZGL ZSD | 0 |)P SFDGA: 5XLOLSXG | 0 |
| 5P . HFZNfZzLG]GFD | 0 | | |

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v DF8L SFDGL HFOF. ; P DLP vDB, GF 5YD : TZGL HFOF. ; P DLP

v OFDZGL ; 5F8LG]SFD ; P DLP vDB, GF ALHF : TZGL HFOF. ; P DLP

sS5RL4 Uj8 VG[OFDZ JF5ZJFGMf

vOFDZGL ; L, LU ; ZO; G]SFD ; P DLP

sS5RL4 Uj8 VG[OFDZ JF5ZJFGMf

5], GA SFDMo

v5], GA , AF. GF UF/F

v5], GF 5FI FGfS]8G]5Pf6 sl; Dg84 S5RL4 ZTLf

v5], GRyFE, FqV/A8Dg8GfS]8G]5Pf6 sl; Dg84 S5RL4 ZTLf

v; j5Z : 8SRZGfS]8G]5Pf6 sl; Dg84 S5RL4 ZTLf

vVgI IJXpF HMUJF. P

DSFGMGf SFDMo

v5FI FGfS]8G]5Pf6 sl; Dg84 S5RL4 ZTLf

v. 8MGAR6TZDAI; Dg8qZTLG]5Pf6 sl; Dg84 ZTLf

vEIM T/LI FGfS]8G]5Pf6 sl; Dg84 S5RL4 ZTLf

vEIM T/LI [; P DLP HFOF. GL ; P DLP ; F. hGL DMh\$ 8F. < ; P

vAFZL AfZ6F v; FUL , FSOFGf; 8L, OPq VgI P

VEZP ; LP ; LP SFDMo

VEZP ; LP ; LP SFDAS]8G]5Pf6 sl; Dg84 S5RL4 ZTLf

VF SFDGF IJUTJFZ : 5XLOLSXG GF A SF1 5F, S . HGZzL4 5Bf IJEFUGL SRZLVIM VMOL; GF ; DI NZdI FG

SM 56 ; DI [HM. XSXp VF SFDGL DF, ISL HFCZ HGTFGL K[VG[SFDdA1HT S[VIGI DLTTF H6FI 4 TM T] AFATDA

; AWT VIW1FS . HGZzL4 JT/ S[HVMGL SRZL : Y/[K[TVMG]wI FG NMZJF IJGTL KP

Instruction to Bidders

Special Condition

Supervision consultant to oversee the work is being appointed by the R&B department. Contractor shall be abided by to carry out the work as per instructions of supervision consultant as and when supervisor consultant appointed by the R&B Department.

TENDER FOR WORKS

I/We hereby tender for the execution for the Governor of Gujarat (hereinbefore and hereinafter referred to as Government) of the work specified in the under written memorandum within the time specified in such memorandum at +_____ percent below/above the estimated rates specified in schedule B. (memorandum showing of works to be carried out) and in accordance in all respect with the specification, design, drawings and instruction in writing referred to in this tender and in clause 13 of the annexed condition of contract and agree that when materials for the work are provided by Government, such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

MEMORANDUM

| | | |
|-------|--|------------------------------|
| 1 | General Description of work (If it includes sub works, the details thereof will be given Separately) | As per Page No.1 Face Sheet. |
| 2 | Estimated Cost | Rs. 18145042.85 |
| 3 | Earnest Money 1% | Rs. 181500-00 |
| 4 | Security depotiste | |
| (i) | In the form of small savings or Narmada Bonds (of minimum one year time limit) 1.50% | Rs. 272200-00 |
| (ii) | To be deducted from bills 2.50% | Rs. 453700-00 |
| (iii) | Performanace bond of Schedule bank 1.5% | Rs. 272200.00 |
| | Total 5.50% | Rs. 9,98,100-00 |
| 5 | Time allowed for completion of the work from the date of written order to commence the work | 9 Months. |

Executive Engineer
Panchayat (R&B) Division
Devbhumi Dwarka

Deposit furnished in the form of interest bearing documents as per item 4 (i) can further be extended for renewal if so desired and communicated by the contractor in writing before one month from the date expiry date. Similarly cash Deposit deducts as the item No.4 (ii) can also be converted into interest bearing fixed term securities of schedule and Nationalised Banks if so desired and communicated by the contractor in writing.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of the contract annexed here to so far as applicable and in default thereof to forfeit and pay to Government in office the sums of money mentioned in the said conditions.

(Receipt No. _____ dated _____ from the Government Treasury or Sub-Treasury at _____ in respect of sum Rs.* is forwarded herewith representing the earnest money + (a) the full of value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with Clause I of the said conditions, otherwise the said sum of above Rs. _____ shall be refunded).

Date :-

Place :-

* Digital Signature of the Contractor

** Signature of the Contractor

(Witness) *** (At the time of execution of contract document)

Name and address _____

(Occupation) _____

* Digital Signature of Contractor before submission of tender

** Signature of the Contractor of the time of execution of contract document.

*** Signature of witness to Contractor's signature at the time of execution of contract document.

The above tender is hereby accepted by me on behalf of the Government of Gujarat dated the _____ day of _____ 200____.

Signature of The Executive Engineer
Panchayat R&B Division, Devbhumi Dwarka

TERMS & CONDITIONS OF CONTRACT

CLAUSE 1 : Security Deposit : Security Deposit is required to be furnished by the contractor as guarantee money for performance of the contract and observance of contract Conditions.

1.2 The person/persons whose tender is accepted (hereinafter called the " Contractor "which expression shall, unless excluded by, or repugnant to the context include his Legal heirs, executors, administrators and assignees) shall pay the total amount of Security Deposit:

(a) In respect of the tender up to Rs. Thirty Lacs, equal to 5 (Five) percent of the estimated cost of the work put to tender.

(b) In respect of the work above thirty lacs, equal to 10 (Ten) percent of the estimated cost of the work put to tender. 1.3 In respect of the tender upto Rs. 30 lacs, the contractor shall pay five percent of security deposit in two part as under.

Part – I:- 2.5 percent in the form of Narmada Bond of Sardar Sarovar Narmada Migam Ltd. Or in any form of National Small Saving (N.S.S.) Schemes or F.D.R. of any Schedule Bank to be paid within 10 days from the date of receipt of acceptance letter of his offer.

Part – II :- 2.5 percent in the form of cash/ retention money to be deducted from Running Bills that become payable to the contractor from time to time.

1.4 In respect of the tenders above Rs. Thirty lacs, the contractor shall pay first five percent of Security Deposit as specified in para 1.3 above and for the remaining five percent, the contractor shall have to give Performance Bond to be produced within 10 days from the date of receipt of acceptance letter of his offer.

1.5 The work order to commence the work shall be issued only after the security deposit as per para 1.3 and 1.4 is paid/ furnished by the tenderer. If the tenderer fail to produce the security deposit as above, the earnest money paid by him shall be forfeited and his registration shall be held in abeyance for three years from the date of such default as per Clause No.3

1.6 All compensation, Liquidated damages or other sums or money payable by the contractor to Government under the terms of this contract shall be deducted from or recouped by the realisation of a sufficient part of his security deposit, or from the interest arising there from or performance bond or from any sums which may due or may become due by Government to the Contractor on any account whatsoever and whether in respect of this contract, any other contract, or otherwise. In the event of his security deposit being reduced by reason of any such deduction or recoupment as aforesaid, the contractor shall within ten days thereafter, make good in cash or in Government securities transferred as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit.

1.7 The portion of security deposit deducted at 2.5 percent from Running Bills as retention money can be converted into interest bearing securities or F.D.R. of Schedule Bank in the name of Executive Engineer provided that the recovery of full amount of 2.5 % is made and that the contractor has expressly desired this in writing.

1.8 The full amount of retention money deducted in cash from running bills will be released proportionally as indicated in table below on production of Bank Guarantee of schedule Bank provided the contractor produces Bank Guarantee for the period of six months beyond the stipulated period of completion of work. Further if the time limit of contract is extended the period of Bank Guarantee shall have to be extended for six months beyond the proposed extension of time limit and the contractor shall have to furnish the undertaking for this alongwith the application for extension in time limit.

Table of proportionate release of retention money.

| Sr. | Monetary Process | Portion of retention Money to be released | Against production of Bank Guarantee of |
|-----|--------------------|--|---|
| 1 | 25% of Tender cost | Equal to the amount retained from Running Bils or 0.625 % of the estimated cost of work, whichever is less | Equal to the amount to be released |
| 2 | 50% of Tender | Equal to the amount retained from Running Bils or | Equal to the amount to |

| | | | |
|---|--------------------|--|------------------------------------|
| | cost | 1.25 % of the estimated cost of work, whichever is less | be released |
| 3 | 75% of Tender cost | Equal to the amount retained from Running Bills or 1.88 % of the estimated cost of work, whichever is less | Equal to the amount to be released |

1.9 The contractor will have to ensure that Ten percent amount of security deposit in any form as permissible above is kept available with the employer till the actual date of completion of work.

Fifty percentage of the security Deposit alongwith performance bond shall become refundable within fifteen days after the final completion certificate is issued as per Clause-7. All dues under this contract, or other contract, or otherwise shall be recovered from the aforesaid amount of fifty percentage of the said security deposit and the balance shall be refunded within fifteen days after the final certificate is issued as per clause-7. The remaining fifty percentage of the security deposit shall be refunded after the expiry of the Defect Liability period as per Clause 17 and 17-A, if specified after deducting therefrom the amount of expenses, if any, due to Government under this contract. (**See Performance Bond**) (Modified as per R&B Circular No. TNC-10-2013 (Part 1) C dated 19-11-2013 and GR No. TNC-10-2013-3 (Part-C) dated 20-11-2013

CLAUSE 2 :Liquidated damages for delay :- (i) If the contractor fails to complete the work under contract by the stipulated date, he shall pay liquidated damages of Rs. 0.1percentage of the contract value per day from the date of delaying the said work up to the date of completion and handing over to the Government.

(ii)However also if the contractor fails to complete any part of the work as designed in Schedule(c) by the time indicated against such part, he shall pay Liquidated damages per day from the date of delaying the said part of the work up to the date of completion of the said designated part at the rates shown in the said schedule of the contract value of such part for such failure till the said designated part is completed.

 Engineer-in-charge As corrected vide B & CD G.R. No. TNC-1091-1B – 10/ (11)-C, dated 29-6-92.

(iii)The aggregate maximum of liquidated damages payable under clause No. 2 shall not exceed Rs. 0.1 percentage of contract value per day and shall be subject to the maximum amount of ten percentage of the estimated amount put to tender.

(iv)Delays requiring payment of ten percentage liquidated damages of the amount put to tender for performance shall be sufficient causes for termination of contract and for forfeiture of security deposit including amount of performance bond in respect of works estimated to cost more than Rs. 15 lacs, for performance and registrations of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases.(See Schedule (C) on page No. 48)

CLAUSE 3 : Default by Contractor : If the Contractor shall neglect or fail to proceed with the work with due diligence or if he violates any of the provision of the Contract, the Engineer-in-charge shall give the Contractor a notice, identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that it is given under the provision of this clause. After service of such notice, the contractor shall not remove any plant, equipment and material from the site. The Government shall have a lien on all such plant, equipment and material from the date of such notice till the said deficiencies have been corrected as mentioned in the said notice.

If the contractor fails to take satisfactory corrective action within ten days after receipt of such notice, the Engineer-in –Charge on behalf of Governor of Gujarat shall terminate the contract in whole. In case, the entire contract is terminated, the amount of security deposit and performance bond if any together with the value of the work done but not paid for, shall stand forfeited to the Government. The plants, equipment and materials, held under this clause shall then be at the disposal of the Government to recover the amount equivalent to the liquidated damages and registration of the contractor shall be kept in abeyance for three years from the date as fixed in all such cases.

The Engineer in charge if necessary shall direct that a part or the whole of such plant, equipment and material be removed from the site within a stipulated period. If the Contractor fails to do so, the Engineer in charge shall cause them or any part of them to be sold holding the net proceeds of such

sale to the credit of the Contractor. After settlement of accounts, the lien by the Government of the Contractor's remaining plant equipment and balances of materials shall be released.

Termination of the contract in whole shall be an adequate authority for the Engineer in charge to demand discharge of the obligations from the guarantors of the security for the performance.

CLAUSE 4 :- If the progress of any particular portion of the work under Contract is Unsatisfactory, the Engineer-in-charge shall, notwithstanding that the general progress of the work is satisfactory, in accordance with Clause 2 be entitled to take necessary action under Clause 3, after giving the Contractor ten day's notice in writing and the contractor shall have no claim whatsoever for any compensation for any loss caused to him due to such action.

(Clause 1,2,3, and 4 are substituted vide G.R. No. TNC-1091/1B-10(13)-C, dated 15-10-91 & modified by GR dated 29-10-91 & G.R. No. TNC-1088/1B/18/(13)-C, dated 31-8-94 and TNC/10/2002/14-C, dated 28-4-03 and 10-9-03)

CLAUSE 5 :- In any case in which any of powers conferred upon the Engineer-in-charge by clause 3 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not with standing be exercisable at any future date.

CLAUSE 5.A.:- In the event of the Engineer- in charge taking action under clause-3 he may, if so desire, take possession of all or any tools, plants, machineries, materials and stores in or upon the work or the site there of or belonging to the contractor or produced by him and intended to be used for the execution of the work or any part there pf, by paying or allowing fo the same in account at the contract rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable to current market rates where ascertainable of similar articles and comparable condition to be certified by the Engineer-in charge may be noticed in writing to the contractor his clerk of the works foreman or oyer authorised agenet require him to remove such tools, plants machineries, materils or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at them at the contractors expense or shall remove them by auction or private sale at the risk and cost of the contractor in all respects, and the certificate of the Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and sxpenses of any such removal shall be final and conclusive against the contractor.

CLAUSE 6 :-Extension of time :- If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Engineer-in-charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered whichever is earlier and Engineer-in-charge may, if in his opinion, believe that there are reasonable grounds for granting an extension, grant such extension, as he thinks necessary or proper. The decision of the Engineer-in-charge in this matter shall be final.

B0 v & DNTDF JWFZM o SFD SZJFDF SM. VIGJFI *VTZFI pEM YJFGF ALHF SM. SFS6; Z SFD 5ZJ SZJF DF8J SIm8S8Z DJNT JWFZM DJ/JJF DFUTF CMI 4 TM 8jOZDAH6FJ, L DNT 5ZL YFI T[5C], F VFU/ H6fj I F DHA T TFZLB #_ INJ; 5ZF YTSFDGF CJF, FGF . HGZG[1, IBT VZHL SZJFGL ZCX[VG[SFDGF CJF, FGF . HGZGM VIE5FI VJMYTM CMI SIm DNT JWFZJF jIHAL SFZ6 K[TMTPDG[H-ZL I MUI H6FI T[DHA JWFZL VF5XP VF AFATDASFDGF CJF, FGF . HGZGM IG6I VFBZL U6FXP

CLAUSE 7 :- As soon as the work is completed, the contractor shall give a notice of such completion to the Engineer-in-charge and on receipt of such notice the Engineer-in-charge shall inspect the work and if he is satisfied that the work is completed in all respects then :-

(i) For all works costing up to Rs. 50 lakhs (amount put to tender) the final measurements shall be recorded within 45 days from the date of physical completion of the work and the final bill shall be prepared within 45 days from the date of recording final measurement. The completion certificated shall be issued within one month from the date of final measurements subject to the contractor fulfilling his obligation as provided in the contract and subject to the work being complete in all respects.

(ii) In respect of works costing more than Rs. 50 lakhs (amount put on tender), the final measurements shall be recorded within 75 days from the date of physical completion of the work and the final bill

shall be prepared within 75 days from the date of recording final measurements subject to the contractor fulfilling his obligations as provided in the contract and subject to the work being complete in all respects.

When separate period of completion have been specified for items or groups of items, the Engineer-in-charge shall issue separate completion certificate for such items or groups of items.

No certificate of completion shall be issued nor shall the work be considered to be complete till the contractor shall have removed from the premises, on which the work has been executed, all scaffoldings, sheds and surplus materials, except such, as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt from all parts of building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution there of and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of Engineer-in-charge. If the contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of works, the Engineer in charge may, at the expense of the contractor, fulfill such requirements and dispose of the scaffolding, or surplus materials and rubbish etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually released by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expenses of fulfilling such requirements is more than the amount realized such disposal as aforesaid the contractor shall forth with, on demand, pay such excess. The Engineer-in-charge shall also have the rights to adjust the amount of excess against any amounts that may be payable to the contractor.

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

CLAUSE 9 :- The rates for items of works shall be valid only when the items concerned is accepted as having been completed fully in accordance with the sanctional specifications. In cases where the items of work are accepted as not so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in preparation of final or on account bill.

CLAUSE 10 :- Bills to be submitted monthly : A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and Engineer-in-charge shall take cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill,. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose, countersignature to the measurement

list shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor all respects.

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CLAUSE 11 :- The contractor shall submit all the bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the partly reduced rates subject to the approval by the Engineer-in-charge in the case of Items not completed/executed as per agreements or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rate here in after provided for such work.

CLAUSE 12 :- DELETED

CLAUSE 12A :- DELETED

CLAUSE 12B :- DELETED

CLAUSE 13 :-(1) The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and in other respects in strict accordance with specifications.

The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing for the work signed by the Engineer-in-charge. The design and the drawings shall be lodged in the office of the site Engineer-in-charge to which the contractor shall be entitled to have access for the purpose of inspection at such office during office hours.

Where the instructions referred to above are not contained in separate letters addressed to the contractor the same shall be recorded in work order book, which shall be maintained and kept on the site of the work. The contractor shall be required to sign such entries in the work order book, which shall be maintained and kept on the site of the work. The contractor shall be required to sign such entries in the work order book in token of having noted the instructions. However, if the contractor fails to sign the work order book for any reason whatsoever, the entry of the instructions in the = shall be deemed to be the due notice to him of the said instructions. The = shall be open for inspections to the contractor on the site of the work during office hours.

(2)The contractor will be entitled to receive one copy of the accepted tender along with the work order free of cost and will also be entitled to receive three sets of contract and working drawings according to the progress of work as and when needed, free of cost.

(3)The several documents forming the contract are essential parts of the contract and requirements occurring in one is binding as through occurring in all. They are intended to be mutually explanatory and complimentary and describe and provide for a complete work.

In the event of any discrepancy in the several documents forming the contract or in any one documents, the following order of precedence should apply:

(a)Dimension and quantities :(i)Drawings (ii)Schedule-B of the Tender form (iii)specifications.

On drawings, figures dimensions, unless obviously incorrect, will be followed in preference to scaled dimensions.

(b)Description :(i)Schedule –B of the Tender Form:-(ii) Drawings (iii) Specifications.

In the case of defective description or ambiguity, the Engineer-in-charge is entitled to issue further instructions directing in what manner the work is to be carried out. The contractor cannot take any advantage of any apparent error or omission in drawings of specifications and the Engineer-in-charge shall be entitled to make corrections and interpretations as necessary to fulfill the plans and specifications.

CLAUSE 14.1 :-The Engineer-in-charge 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 instructions in the connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate and contract and any additional work which the contractor may 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 the same rate as are specified in the tender for the main work.

14.2 Except that when the quantity of any items exceeds the quantity as in the tender by more than 10% the contractor will be paid for the quantity in excess of 10% at the rate entered in the S.O.R. of the year during which the excess in quantity is first executed or tender rate whichever is less.

14.3 If the additional or altered work includes any class of work for which no rate is specified in the contract, then such class of work shall be carried out.

(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 are more than one comparable items, the item of the contract which is nearest in comparison with regard to class of classes of the work involved shall be selected and 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, increase or decreased by the percentage by 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 "Schedule of 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, instead of the rate. Stipulated in Schedule 'A'.

(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.

14.4 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 be 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 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 contract work and the certificate of the Engineer-in-charge as to such proportion shall be final and conclusive.

14.5 For excess in item of will sinking, the rates for sinking in depth beyond the designed depth shall be as per the rate quoted by the contractor in the statement of variation. If no rates of variation in sinking are quoted the rate payable shall be tender rate for sinking at designed level increased by the difference of schedule of rates for sinking at designed depth and sinking at the final depth.

CLAUSE 15 :-No claim for any payment of compensation for change or restriction of work :-if at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever, require the whole or part of the work, as specified in the tender, be stopped for any period

or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing, stating the fact to the Contractor who shall there upon suspend or stop the work totally or partially, as the case may be. In any such case, except as provided hereunder, the Contractor shall have no claim to any payment or compensation whatsoever except as provided hereunder on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labor required by him. He shall not have also any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

(1) However, the contractor will be entitled for compensation for loss, if any on the date of notice, for the purchased materials for the contract executed for the material to be purchased for such work. Such compensation will be paid only for actual loss for materials, if such materials so purchased or agreed to purchase is of required quantity/quality and was purchased/contracted to be purchased only for the same work. But no compensation shall be granted to contractor on material for which advance has been given to contractor by Government. The amount of loss for such claim will be decided by incharge Engineer-in-charge.

(2) The contractor also will be entitled for compensation of unemployed laborer for 7 days from the date of notice provided that in that opinion of Engineer-in-charge such labourers for 7 days prior to the notice and would not be in a unemployed laborers at other places from the date of such notice.

In case the Contractor does not agree with the decision of Executive Engineer regarding the amount of compensation or loss; it will be open for the contractor to appeal to Superintending Engineer-in-charge within one month from the date of knowledge of such decision. In such case the decision of Superintending Engineer will be final and binding to the Contractor. The contractor shall not be entitled for loss of any expected profit of such work. (Vide G.R. No. SSR/1090/1B/247(2)/C, dated 28-6-1993 as amended by GR of even number dated 11-2-1999).

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CLAUSE 15A :-The contractor shall not be entitled to claim any compensation from Govt. on account of delay by Government in the supply of materials entered in Schedule 'A' where such delay is caused by (i) Non supply due to short allotment of quota in case materials available under quota regulations. (ii)Difficulties relating to the supply of railway wagon (iii)Force majeure.(iv)Act of God.(v)Acto of the country's enemies or any other reasonable cause beyond the control of Government.

In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the works as shall appear to the Engineer-in-charge to be reasonable in accordance with the circumstances of the case. The decision of the Engineer-in-charge as for the extension of time shall be accepted as final by the contractors (As modified Vide R & B D. G.R. No. TNC-1096-1B-143-(16) -C, dated 11-1-99).

CLAUSE 16 :-Time limit for unforeseen claims : The contractor shall not be entitled to any compensation from Government on any account unless where allowed by the conditions of this contac. In such cases, the contractor shall have to submit a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

CLAUSE 17 :-Action & compensation in case of bad work : If, at any time before the expiry of Defects Liability period as detailed in Clause 17-A, it shall appear to the Engineer-in-charge or his sub-ordinate in charge of the work, that any work has been executed unsound, imperfect or unskilled workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been passed, certified and paid for the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified in whole or in part and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate of the rectification for every day not exceeding ten days during which the failure so continues, and in the event of any such failure as aforesaid continuing beyond ten days, the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

However, the contractor shall be responsible for normal maintenance of the work till the final bill for the work is prepared by the Departmental Officer.

CLAUSE 17A :-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 contractor shall make good same within 15days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer-in-charge may rectify or remover 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 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) for all works costing more than Rs. 50,000 and up to Rs. 1 Crore (amount put tender), the period shall be **12 Months** from the certified date of completion. One monsoon which ever is later.

(c) for major projects costing more than Rs. 1 crore, the period shall be **36 Months** from the certified date of completion OR Three monsoon which ever is later.

The defect liability period shall be as under for original building works:

(d) For building works other than original building works the period for (a), (b) shall be **12 months** from the certificated date of completion and (c) shall be as same as above except that time period shall be 3 years or elapse monsoon from certified date of completion whichever is later.

(e) For original building works the defect liability period shall be one year or elapse of one monsoon period from the certified date of completion, whichever is later.

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

(Modified vide R&B Deptt. Circular No. : PAC- 11 -102008 -2076 –N 31-8-2009 and PRCH- 102013 (2076) 2759-N dated 27-5-2013 TNC/10/2016/Clause 17-B/(i) S Dt. 12-5-2016)

Clause No.17.B Special Condition of the Contract

1 Free maintenance guarantee period

The contractor shall have to give **five years free maintenance guarantee** from the certified date of completion. During this period contractor shall have to repair the damaged portion of the BT surface of road, and all other executed items at his risk and cost as per direction of Engineers – in – charge. If BT surface during maintenance period of 5 years is worn-out or damaged then, agency shall have to take remedial action as per table below and as directed by Engineer – in – charge. The cost of annual maintenance for five year shall required to be considered while quoting the tender and has to be born by the contractor. The periodicity of routine maintenance activity shall be as follows.

(a) Maintenance of Bituminous surface road and/or Cement concrete road and/or gravel road and/or WBM road including filling pot holes and patch repairs etc as per clause 1904, 1905, 1906 and 1907 of the Specifications for Rural Roads (First Revision) IRC New Delhi 2014 respectively.

| Sr No | Distress and service Level | Remedy | Period to attend for the Contractor |
|-------|--|--|-------------------------------------|
| 1 | Potholes | As per IRC:SP:20-2002 and specifications for rural roads of IRC:2014 | 7 Days |
| 2 | Surface damages/worn out surface in more than 50 meters of lane length in the road stretch | Renewal with wearing coat as originally laid by contractor - as per tender item and specification. | 21 Days |
| 3 | Patch work area exceeds 30% in per KM length | | |

(b) Other maintenance works to be carried out:

| Sr No | Name of Item/Activity | Frequency of operation in one year |
|-------|---|---|
| 1 | Restoration of rain cuts and dressing of berms as per clause 1902 of the Specification for Rural Roads (First Revision) IRC New Delhi 2014. | As and when required |
| 2 | Maintenance of earthen shoulders as per clause 1903 of the Specification Rural Roads (First Revision) IRC New Delhi 2014. | As and when required. |
| 3 | Maintenance of drains as per clause 1908 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014. | Twice in a year before/after monsoon |
| 4 | Maintenance of culverts and causeways including vent clearance as per clause 1909 and 1910 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014. | Twice in a year before/after monsoon |
| 5 | Maintenance of road signs as per clause 1911 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014. | Maintenance as and when required. Repainting once in every two years. |
| 6 | Maintenance of guard rails and parapet rails as per clause 1912 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014. | Maintenance as and when required. Repainting once in a year. |
| 7 | Maintenance of 200 m and Kilo Meter stones as per clause 1913 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014. | Maintenance as and when required Repainting once in a year. |
| 8 | White washing guard stones | Once in year |

| | | |
|----|--|--|
| 9 | Re-fixing displaced guard stones / KM stone / 200 meter stone/Sign board | Once in year |
| 10 | Maintenance of road delineators as per Clause 1914 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014. | As and when required |
| 11 | Cutting of branches of trees, shrubs and trimming of grass and weeds etc as per clause 1915 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014. | Twice in a year generally before/after rains or as and when required |
| 12 | White washing parapets of CD Works as per Clause 1916 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014. | Once in year |

However Maintenance does not include replacement or erection of new signages / stones etc. at the time of yearly maintenance.

The amount equivalent to 2.5 % of each bill shall be withheld and will be released after the free maintenance guarantee period of five year is over.

However this amount shall be released against fix deposit or Bank Guarantee pledged in the name of Executive Engineer after completion certificate of work is issued.

The contractor has to carry out routine maintenance as said above & has to report the Engineer-in-charge in the month of May and November of every year with a copy of the record of contractor's inspection and other instructions received from the Engineer- in-charge and maintenance carried out with colour photograph showing before and after maintenance (@ 3 nos. Of photographs per kilo metre of lane length with date and time digitally incorporated to be submitted by the contractor in 3 sets)

In the event of contractor not carrying out routine maintenance within time limit as specified above, the employer will get the maintenance work carried out through any source and the amount required **for this work shall be recovered from the 2.5% amount withheld for this purpose** available with the employer along with additional 20% of this amount as penalty.

2. The flakiness index and elongation index for coarse aggregate under no circumstances shall exceed the allowable limit set forth in the relevant clause for the material in question.

3. 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, kilometre/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.

4 Setting up of adequate laboratory & deployment of Quality Engineer.

The contractor shall have to set up A laboratory with adequate equipment. Till the setting up of adequate laboratory is completed & reported of this to the Engineer-in-charge (subject to due verification by the Engineer-in-charge/Engineer's Representative) by contractor in writing, Rs. 2,00,000/- (Two Lakhs) shall be withheld from Contractor's bill(s). A qualified Quality Engineer shall be deployed exclusive for this contract by the contractor. If a qualified Quality Engineer is not deployed by contractor within one month from the date of work order, an amount equivalent to Rs. 15,000 per month shall be recovered till the actual deployment of the Quality Engineer. The amount so recovered towards non-deployment of Quality Engineer shall be non - refunded.

5 Requirement of core cutting machine

The contractor registered in special category – I Road will have to possess two numbers of asphalt core cutting machine and those registered in special category – II Road will have to possess one number of asphalt core cutting machine at the project site in working condition. The contractor shall make available the core cutting machine at his cost for sampling of asphalt cores for testing/as and when demanded by the Authority or the Engineer-in-charge (G.C. No RGN-60-2006-(35)S Dated 26-5-06 of R & B D)

6 Certification of quantity executed

The Contractor shall submit to the Employer regular bills with statements of the value of the work completed for specific billing along with details of measurement of the quantity of works executed in a form as required by the Employer.

Such details of measurements shall be duly certified for each and every executed work item as per Contract BOQ and/or else as ordered by the Employer strictly in accordance with the Contract Specifications. Only the Authorised Signatory of the Contractor shall measure and certify on its own the detailed statements before submitting the same as part of bills to the Employer.

However during regular or any subsequent inspections/audits and/or verification, either by the Employer or the Employer's Representative, if the respective quantities measured are found deficient from the ones measured and certified by the Authorised Signatory of the Contractor in any bills, then the procedure as below has to follow .

As such immediately upon discovery of such deficiency, the Contractor shall be notified by the Employer about respective work item(s) and quantities. The Authorised Signatory of the Contractor shall then assess jointly with the Employer and agree upon such difference in quantity with the Employer within seven days from the date of receipt of such notification.

It is expressly stated and mutually agreed that for such agreed quantity difference, the Employer will have full Contractual right to recover the associated costs at the unit rate of the quoted rate for such work item in BOQ or as in the relevant District Schedule of Rates, published by Roads and Buildings Department, Government of Gujarat prevailing at the time of execution of such work item, whichever is higher, although irrespective of such recovery all other Contract Conditions shall remain as binding and in force for invoking further action as per contract individually and/or collectively.

Such recovery shall be effected by the Employer either from: firstly, any amounts due to the Contractor under the Contract or secondly, from any of the Security Deposits, Retention Money, Bank Guarantee, Performance Securities etc of the Contractor immediately.

However, such recovered amount shall be refunded to the contractor if such rectification of work done by the contractor to the satisfaction of Engineer- in- charge as per the provision of contract or shall be adjusted against the amount if work will be done by the Employer for rectification of such work. For such deficient work further action will be taken up as per the provision of contract against the contractor. If the deficient work is not rectified than this amount will be forfeited and further action will be taken up as per the provision of contract.

7 Access to the site.

The contractor shall allow access to the site and to any place where work in connection with the contract is being carried out or it is intended to be carried out to the Engineer-in-charge. And any person/persons/agency authorised by the Employer/Engineer-in-charge. (R&B D. Letter No. VRR-2016-US-1-63-D-2.Dt. 17-9-2016)

CLAUSE 18 : (1) For each work contractor shall have to engage Engineers as per Clause No.18(A). They shall be given Identity Card by the contractor. The copy of Identity card shall be furnished for the office of Deputy Executive Engineer, Executive Engineer and Superintending Engineer. The identified Engineer should remain present on the site of the work. If not found on site, the Engineer-in-charge will give notice of this default to the contractor. If in spite of this notice, default continues, the action to hold the registration of defaulter contractor for three year will be initiated. IR&B Circular No. SSR-10-2008-18-C Dt. 13-10-08 and No. PARACH-102015-55-C Dt.4-11-2015)

CLASUE 18 : (2) Work to be open to inspections - Contractor or responsible agent to be present :- All works under or in course of execution or executed in pursuance of the contract shall, at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the Contractor shall, at all times during the usual working hours, and all other times for which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

CLAUSE 18A :- Employment of a qualified site Engineers by the Contractor. The Contractor shall appoint full time technically qualified staff during the execution of this work as under :-

1. As per P.Q Booklet when the work to be executed is more than Rs. 4.00 crore.
2. Two graduate Civil Engineering and one diploma Civil Engineer when cost of the work is more than Rs. 1.00 crore and upto Rs.4.00 crore.
3. One graduate & two Diploma Civil Engineers when the cost of the work to be executed is more than Rs. 30 lakhs but less than Rs. 1 crore.
4. Minimum two diploma Civil Engineers when the cost of work is less than Rs. 30 lakhs but more than Rs. 10 Lakhs.
5. Minimum one Diploma Civil Engineer for the work when the cost of work to be executed is less than Rs. 10 lakhs.

The Engineers so employed for the Government work must have sufficient experience to handle the work independently. Such an Engineers shall have to stay at the site of work and they shall not be entrusted with other duty except this work. In case the contractor or partner of the contractor firm is a Civil Engineer, he can employ one engineer less than the total requirement as above, provided that the Engineer /partner himself attends the execution of the work on the site.

CLAUSE 19 :-Notice to be given before work is covered up : The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of taken before the same is so covered up or placed beyond the reach of measurement and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered

at the contract's expense and in default thereof, no payment or allowance shall be made for such work or for the materials with which the same was executed.

CLAUSE 20 :-If the contractor or his workmen, or servants shall break, deface, injure or destroy any part of the building or the work in question in/on which they may be working or any building, road, fence, enclosure or grass-land or cultivated done to the work from any cause whatever before damage occurred/caused due to normal flood or rain or if any imperfections become apparent in it within three months from the grant of a certificate of completion, final or otherwise by the Engineer-in-charge, the contractor shall make good the same at own expenses or in default, the Engineer-in-charge may cause the same to be made good by other contractor, and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any sums that may thereafter become due to the contractor or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof.

CLAUSE 20A :-Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of God, such as Unprecedented Flood, Volcanic eruption, earthquake or other convulsion of nature and other acts such as but not restricted to general strike, invasion, the acts of foreign countries, hostilities, or war like operations before or after declaration of war, rebellion, military or Usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

Note : "Unprecedented flood" means the flood crossing the High Flood Level of the past _____ year(s) which is on the available record.

(Modified Vide R & B D G.R. No. TNC-1096-1B-143- (16)-C, dated 11-1-99).

CLAUSE 21 :-Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non-provision of lights, fencing etc. : The contractor shall supply at his own cost all materials (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department Stores), Plant, tools appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time, of the work or the materials, failing this, the same may be provided by the Engineer-in-charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit, or proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defence of every suit, action or other legal proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may, with the consent of the Contractor, be paid in compromising any claim by any such person.

CLAUSE 21A :-The contractor shall provide suitable scaffolds and working platforms, gangways and stairways, and shall comply with the following regulations in connection therewith.

B0vZ! S Sm8FS8Z[I MUI 5F, BM VG[SFRF DFR0F4 HJF vVFJJF DF8GF 5F8LI F VG[; LOLGL HMUJF. SZJFGL ZC[X[VG[T[VU[GLR[D]HAGF IG[DMG]5F, G SZJFG]ZC[XP

(a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.

sSf; LOL p5ZYL VYJF ALHF SM ; FWG NJZF ; , FDTL 5J]S G SZL XSFI TJF AWA\SFD DF8[SAFNFM; F~ I MUI 5F, BMGL HMUJF. SZJFGL ZC[XP

(b) A scaffold shall not be constructed, taken down or substantially altered except

(i) Under the supervision of a competent and responsible person.

(ii) appointed by contractor and by competent workers possessing adequate experience in this kind of work.

sBfs! f SFI 1FD VG[HJFANEZ jI ISTGL NIBZIB C9/ T[1; JFI 4

sZFSMg8FS8Z NJFZF IGDfI, VG[VGJEJ WRfJTF SFI 1FD SFDNFZM NJFZF YT, CMI T[1; JFI 4 SM. 56 RF, S
AFWJL GCL pTFZJL GCLs[TPfADctJGF 0Z0fZ SZJF GICP

(c) All scaffolds and appliances connected therewith and all ladders shall

sUfAWL 5f, BM VG[TGL; FY[; S/FI, ; FDU, VG[AWL H; LOLVM v

(i) be of sound material s! fDHAJf RLHJ: TGL AG, L CMJL HM. VP

(ii) be of adequate strength having regard to the loads and stains to which they will be subjected, and

sZFTGF 5ZGF VFJGFZ JHG VG[3; FZFG[BDL XS[TB, L DHAJf CMJL HM. V, VG[GIC\VG[VFJL GMBL; 1; JFI
VYJF; DIT D/JI FI; JFI HSM. 56 SFDG

(iii) be maintained in proper condition.

s#f TG[; FZL I: YITDAZFBJFGL ZCXP

(d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.

s3f5f, BM VJL AFWJFGL ZCXP[S; FDfgl J5ZFXYL TGM SM. 56 EFU KBM 50L G HFI P

(e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.

sRf5f, BM 5R JWfZ[50T, JHG D[SJ]GIC VG[XSI CMI tI A; JLT[JHG; DU]5f, B 5Z V[S; ZB]JCRL GFBJ]

(f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength stability of the scaffolds,

sKf5f, BM 5Z DF, pRSJf DF8GF IU I Z DM9JTF 5C, f 5f, BMGL DHAJf. VG[8Sfp56JGL BFTZL SZJFGL
BF; ; FJR[TL, JLP

(g) Scaffolds shall be periodically inspected by a competent person.

sHf SFI 1FD jI IST NJFZF JBTJUBT 5f, BMGL T5f; SZJFGL ZCXP

(h) Before allowing a scaffold to be used by his workmen, the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein specified.

shf TGf SFDNCFZM[V 5f, BM AFWL CMI S[G CMI TM 56 5MTGF SFDNFZMG[T] 5f, BGM p5I MU SZJF N[TF 5C, f
SMg8FS8[TJL 5f, BM VCL\H6FJ, IJIGI DM VG; FZ AZFAZ CMJF AFATGL BFTZL SZJFGL ZCXP

(i) Working platforms, gangways shall

(i) be so constructed that no part thereof can sag unduly or unequally.

s8FSFRf DfROFvHJFvVFJJF Df8GA5f8LI f VG[; LOLVM AFWTL JBT[GLRGL AFATMBI f, DAFZBJFGL ZCXP

s! FTGM SM. 56 EFU JW]50TM S[V; DFG ZLT[h]SL HJM G HM. VP

(ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and-

sZDF6; M UAOL S[, 5; L 50[TJ] HMBD AG[TB, J VMK] ZFBJf Df8[5JTTF"; HMUM VG; FZ T[AFWJF VG[
HF/JJf4 VG[

(iii) be kept free from any unnecessary obstruction.

s#fSM. 56 HFTGFIAGH-ZL VJZMWYL D\$T ZFBJf

(j) In the case of working platforms, gangways working places and stairways at a height exceeding 2.00 meter (to be specified)

s9fZP___ DL8ZYL JW]pRF. JF/f SFRf DfROF HJF VFJJF Df8[5f8LI f SFDGL HuI f VG[; LOLVMGL GLR[D]HAGL
HMUJf. ZCXP

(i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.

s! f; , FDTLGF ALHF 5ZTF 5U, AG , JFI fVCMi TMNZ\$ SFRM DfROM VG[HJF VFJJF Df8G]NZ\$ 5f8I], UM, U
HO, JCMJ]HM. VP

(ii) every working platform, and every gangway, shall have adequate width, and.

sZFNZ\$ SFRF DFRF VG[HJF VFJJF DF8GF 5F8LI F 5ZTL 5CM/F. JF/F CMJF HM. XH VG

(iii) every working platform, gangway, working place and stairway shall be suitably fenced.

s#fVZ\$ SFRF DFRF VG[HJF VFJJF DF8GF 5F8LI F SFDGL HuI F VG; LOLVMG I MuI S9ZF CMJF HM. VP

(k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the access of person or the transport or shifting of materials be provide with suitable means to prevent the fall of persons or materials.

sOFDF6; M VFJL H. XS[VYJF DF, ; FDFGGL CZOZ Y. XS[S[VS :Y/[, . H. XSFI TB, F JBT VG[TB, F 5ZTL

DSFGGL OZ; S[SFRF DFRF 5ZGL 5tI \$ Bk, L HuI F 5Z VJF I MuI ; FWGM D\$L ZFBJF S[HYL SM. DF6; S[DF, ; FDFG 5OL G HFI P

(l) When persons are employed on a roof where there is danger of falling from a height exceeding 3.00 (to be specified) meter suitable precaution shall be taken to prevent the fall of persons or materials.

s-f HIFYL 5OL HJFGM EI CMI TjL #P___ sH6FJJLfDL8ZYL JW pRF. GF KF5ZF 5Z DF6; MG[SFD[ZFBJFDF VFJ I F CMI tI FYL DF6; MS[DF, ; FDFG 5OL G HFI T[DF8; FJR[TLGF I MuI 5U, F, JFGF ZCXP

(m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.

sTF 5F, BM S[SFD SFHGL ALHL HuI FVM 5ZYL 5O[TjL RLHJ: TjMML DF6; G[. HF G YFI T[DF8; FJR[TLGF I MuI 5U, F, JFP

(n) Safe means of access shall be provided to all working platforms and other working places.

sYf AWF SFRF DFRF VG[SFDGL HuI FVM[; C[F. YL HJF DF8; , FDT DFUMGL HMJJF. SZJFGL ZCXP

CLAUSE 21B :- The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him-

B0 vZ! vB Sij8FS8Z JHG pRSJFGF ; FWGM JF5Z[T ; AW DAT6[GLRGF IJGDI MG] 5F, G SZJFG[ZCXP

(a) Hoisting machines and tackle including their attachments, anchorages and supports shall

sSF JHG pRSJFGF I W M VG[UZUOLJF/F I W 4 TPDGL ; FYGF HMOF6M , UZ DF8GF ; FDFG VG[8SF GLR[DJHAGF CMJF HM. X[ov

(i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and

s! f ; FZL I F+LS ZRGJF/F4 DHATJ J: TjGF TjDH 5ZTL TFSFTJF/F VG[NBLTL SM. BFDL IJGFGF VG[

(ii) be kept in good repair and in hoisting or working order. sZf; FZL NZ; T CF, TDA VG[RF,] I: YITDA ZFBJF HM. XP

(b) every rope used in hoisting or lowering materials or as means of suspensions shall be of suitable quality and adequate strength and free from patent defect.

sBfDF, ; FDFGG[pR[ROFJJF S[pTFZJF VYJF , 8STM ZFBJFGF ; FWG TZLS[J5ZFT] NMZO] I MuI HFTG[VG[5ZTL DHATJF. JF/] TjDH NBLTL BFDL IJGFG[CMJ] HM. VP

(c) Hoisting machines and tackles shall be examined and adequately tested after erection on the site and be re-examined in position at intervals to be prescribed by Engineer-in-charge.

sUFJHG pRSJFGF I W M VG[UZUOLJF/F I W G[SFDGF :Y/[UMP] I F AFN VG[p5I MJDA, LWF 5C[A T5F; L HM. G[5ZTF 5DF6DARSF; L , JFGF ZCXP TjDH CJF, FGA. HGZ IGI T SZ[TjF ; DI FTZj UF9J, L I: YITDA TjL QZ T5F; SZJFGL ZCXP

(d) Every chain, ring hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.

s3fDF, ; FDFG pR[ROFJJFGF S[GLR[pTFZJF S[, 8STM ZFBJFGF ; FWG TZLS[J5ZFTF 5tI \$; FS/4 ZLU4 VFSOM SOL4 GSJF VG[5], la, MS JBT MJBT T5F; JFP

(e) Every crane driver or hoisting-appliance operator shall be properly qualified.

sRf5tI S S[GvOF. JZ S[JHG pRSJFGF I W GF RF, S I MuI , FI SFTJF/F CMJF HM. VP

GSXFGG J/TZGM VNFH CJF, FGF . HGZ VYJF VPD6GLD, F ALHF SM. VIWSFZL SF-X[VG[CJF, FGF . HGZGM VF VNFH4 V5L, YI [VIWFS >HGZGF R\$FNG[VFMG4 VFBZL U6FX[VG[DFU6L SZTF VFSFZFI, L J/TZGL TJL ZSD R\$JJF DF8[Sm8FS8Z AWF I, ZCX[VG[TD SZJFDRS; Z SZX[TM TJL ZSD BDv! DR9ZFJ, L ZLT[GSXFGZL TZLS[Sm8FS8Z 5F; YL J; }, SZJFDFVJX[VYJF VF Sm8FS8Z C9/ VgI YF; ZSFZ 5F; I, [6L YTL S[CJ[5KL, [6L YFI TJL ZSDDRYL CJF, FGF . HGZ SF5L, Xp

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

VFU 5; ZTL V8SFJJF; FZ; FJR[TLGF 5U, F, [FDFAYI, L ANZSFZLG[5IZ6FD[SM. jI ISTG[YI, . HF DF8[SM 5U, F, [S[ALHL SFGGL SFI 'JFCL SZ[TGL; FDFG ARFJG[BR"Sm8FS8Z[E MUJJFG]ZCX[VG[TJL SFI 'JFCLG[5IZ6FD[SM"TZOYL R\$FNM VF5TAT[GSXFGZL VG[BR" EZJFG[YFI T[TPD6[R\$JJFG]ZCXp

CLAUSE 24 :- **CLAUSE 24 :-** ~I5I F V\$ SZMOYL JW[ZSDGF JF>OGLU VG[: 8[WGLUGF SFDMDANZ\$: TZG[SM5\$XG jI JI: YT ZLT[YFI T[DF8[GLRGL SFI 'JFCL VG; ZJFGL ZCXp

Z\$P! Z: TGL SZJFGL 5CM/F. DFWFZWMZ6 DHA SM5\$XG YFI T[DF8[A]AL ZM, Z OZHIFT ZLT, FJL SM5\$XG SZJFGL ZCXp Z\$PZ VFJF SFDMDANZ\$: TZG[SM5\$XG WFWFZWMZ6 DHA YI, Kp TGL NZ\$, I Z[OZHIFT 56[Oj; L8MDL8ZYL UP 5DF6[YI FGL RSF; 6L >HFZNFZ[SZL TG]ZHL: 8Z IGEFJJFG]ZCXp VFJL RSF; 6L ; AIWT GF I A SFI 5F, S >HGZzL VG[DNNGLX q VIWS DNNGLX >HGZzLV[56 SZJFGL ZCXp >HFZNFZ[SZ, SFDGL Oj; L8L 5Z5ZL D?IF AFN G IS, I Zg; V5FI VG[ti FZAFN H ALHF, I ZGL SFDULZL CFY WZF I THUJFG]ZCXp >HFZNFZzLV[TPD6[SZ, SFDULZL VU[HI FZ] 56 AL, GL R\$J6L SZJFGL YFI ti FZ]p5ZIST ; RJ, 5WMIT 5DF6[T]SFD SZJFDFVJ, K[S[SDm TGL BZF> ; AIWT VIWFS >HGZzL 5F; [SZJIF AFN H AL, G[R\$J6]SZJFDFVJXp sDfDPDJP 5IZ5+ GR V; PV; PVFZP v ! _ v Z__ (v ! (v; L TFP ! #q! _qZ__ (f

CLAUSE 25 :-Deleted.

CLAUSE 26 :-Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public office or if contractor becomes insolvent: The contract shall not be assigned or sublet without the written approval of the Engineer in charge. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceeding to get himself be adjudicated an insolvent or make any compromise with his creditor or attempt to do som the Engineer in charge may be notice in writing rescind the contract, Also if any bribe, gratuity, gift loan, perquisite, reward of advantage, percuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person shall become in any way directly or indirectly interested in contract the Engineer in charge may thereupon by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensure as if the contract had been rescinded under clause 3 here of and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

BD vZ& AFWSD 5Bf EFO[G VF5JF AFAT4 DHZL IJGF 5BfEFO[VF5JFYL VYJF ; ZSFZL VIWSFZLG[, FR VF5JF DF8[VYJF Sm8FS8Z GNFZ YI [YL Sm8FS8 SN YFI VG[HFDLG VGFDT H%T YJF AFAT o CJF, FGF . HGZGF I, BLT 5ZJFGL I; JFI GF Sm8FS8 SM. G[V; F. G SZL XSFX[S] 5BfEFO[VF5L XSFX[GIC4 VG[TPDGM Sm8FS8Z V; F. G SZX[VYJF 5BfEFO[VF5X[S]TPD SZJFGM 5I tG SZX[S]GNFZ AGX[S]5MTFG[GNFZ SZJFJF DF8GL SFI 'JFCL SZX[S]5MTFG, [6NFZM; FY[SM. 5TFJ8 SZX[S]TPD SZJFGM 5I tG SZX[TM CJF, F. HGZ I, BLT GMBL; VF5LG[Sm8FS8 ZN SZL XSXp J/L Sm8FS8Z S[TPDGF SM. GMSZ S[V]H8 SM. ; ZSFZL VIWSFZLG[VYJF ; ZSFZL GMSZLDFG SM. 56 jI ISTG[TGF CMNF S[GMSZLGL ~ V[SM. 56 5SFZGL , FR4 A1H; 4 E84 . GFD S[V]HYS ALHF SM. 56 5SFZGF, FE 5tI 1F S[5ZMIF ZLT[VF5Xp VF5JFG]JRG VF5X[S]VF5JFGL T[IFZL ATEJX[VYJF VFJF SM. VIWSFZL S[jI IST 5tI 1F S[5ZMIF ZLT[Sm8FS8 ZN YTF Sm8FS8ZGL HFDLG VGFDT H%T YI, U6FX[VG[T]; 5656; ZSFZ C: TS ZCX[VG[VF SZFZGF BD v# C9/ HF6[S]Sm8FS8 ZN SZJFDFVJ I MCMI TGF 5IZ6FDM VFJX[VG[JW]DASm8FS8 C9/ BZ[BZ SZ, F SM. 56 SFD DM8[SM. ZSD J; }, SZJFG[S]R\$T, [JFGM Sm8FS8ZG[CS ZCX[GICp

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

BD v Z* BZ[BZ UI, BMBG, 1FDAI; JFI J/TZ-5[R\$JJFGL ZSDG[U6JF AFAT o BZ[BZ BMB S[GSXFGG, 1FDA, LWF I; JFI VG[SM. GSXFG YI]CMI S[G YI]CMI TM 56 VF XZTMDFGL SM. 56 XZT C9/ Sm8FS8Z J/TZ-5[R\$JJFGL YTL TDFD ZSDG[jI FHAI J/TZ U6JFDFVJX[VG[T]; ZSFZ DF8[p5I MUFA, [JFXp

CLAUSE 28 :-Change in the constitution of firm to be notified : In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the Contractor to Engineer in charge for his information.

BD vZ (5f-LGf AWFZ6DfSM. QZOFZ YI|T|GL HF6 SZJF AFAT o EFULNFZM/[8]OZ E I|]CMI T|Sf; Df5f-LGf AWFZ6DfSM. QZOFZ YTF SIm8fS8Z[CJf, FGF . HGZG|TDGL HF6 VY|T|Jf QZOFZ VU|T|ZT DfCTUfZ SZJFGf ZCXP

CLAUSE 29 :- Works to be under directions of Superintending Engineer :All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of Superintending Engineer of the Circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

BD vZ) VIWfS . HGZGL ; RGF C|/ SFDm SZJF AFAT vSIm8fS8 C|/ SZJFGf AWF H SAD ; S* GF H|T| JBTGF VIWfS . HGZGL ; RGF VG[C|/ TDFD AFATmDf8| TDGL DHZLG|VFWLG ZCLG| SZJFGf ZCXP Vf SFD SIF : Y/[S]:Y/MM| VG[S|JL ZLT| X~ SZJF JBTmUBT S|JL ZLT|VfJ/ W5fJf T|VU| ; RGF V5fJf VIWfS . HGZ CSSNFZ ZCXP

CLAUSE 30:-(1)Disputes to be referred to Tribunal : The disputes relating to this contract, so far as they relate to any of the following matters, Whether such disputes arise during the progress of the work or after the completion or abandonment thereof, shall be referred to the Arbitration Tribunal, Gujarat State.

(i)The rates of payment under clause 5 for any tools, materials and stores, in or upon the works of the site thereof or belonging to the contractor or procured by him and intended to be used for execution of the work or any part thereof possession of which may have been taken by the Engineer in charge under the said clause-5.

(ii)The reduction in rates made by the Engineer in charge under clause 9 from the items of works not accepted as completed fully in accordance with the sanctioned specifications.

(iii)The rate of payment for any class of work which is included in the additional or altered work carried out by the contractor in accordance with the instructions of the Engineer in charge under clause 14 and the rates for which is to be determined under the said clause 14.

(iv)The rates of payment for materials already purchased or agreed to be purchased by the contractor before receipt of notice given by the Engineer in charge under clause 15, and/or the amount of compensation payable to the contractor under the said clause for loss in respect of such materials.

(v)The amount of compensation which the contractor shall be liable to pay under clause 17 in the event of his failure to rectify, remove or reconstruct the work within the period specified in the written intimation or the amount of expense incurred by the Engineer in charge under the said clause 17 in rectifying, removing or re-executing the work or in removing and replacing the materials or articles complained of.

(vi)The reduction of rates as may be fixed by the Engineer in charge under clause 17 for the inferior work or materials as accepted or made use of.

(vii)The amount of compensation payable by the contractor for damages as estimated and assessed under clause 23.

(viii)The amount payable to the contractor for the work carried out under clause 33 in accordance with the instructions and the requirements of the Engineer in charge in a case where there are no specifications.

(2)The provision of section-21 of the GPWD dispute Arbi. Tribunal Act-92 & order issued by the Govt. in connection with this Act will now apply for Arbitration (As per Government in N & WRD letter No. SUT/1090/2679/K2 dtd. 9/2994.

(3)The provision of Arbitration Act., shall in so far as they are inconsistent with the provision of this act. Cease of to apply to any dispute arising from a works contract and all arbitration proceedings in relation to such dispute before an arbitrator, court of authority shall stand transferred to the Tribunal.

(4)The awards declared by the arbitrator should be speaking award, giving reasons and calculations for every item of claims. The decision will have to be implemented by all the departments of the State Government and Public Sector Enterprises of Gujarat.(Resolution F.D. No.PB/1088/735/KT/Sachivalaya/Gandhinagar 5th October 1988.)

(5) In case of dispute leading to the contractor or Government of Gujarat approaching to Court of Law, It shall be within the jurisdiction where the site of work is situated.

(6) The reference to arbitration proceeding under this clause shall not :

(i) affect the right of the Engineer in charge under clause 5 to take possession of all or any tools, plants, materials and stores in or upon the works of site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.

(ii) Preclude the Engineer-in-charge from utilizing the materials purchased by the contractor in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance of notice given to the contractor under clause 15.

(iii) Entitle the contractor to stop the progress of the work or the carrying out the additional or altered work in accordance with the provisions of clause 14 or as the case may be, of clause 33.

CLAUSE 31 :-Deleted.

CLAUSE 32 :-Lumpsum in estimates : When the estimate on which a tender is made includes lump sum in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer in charge capable of measurement, the Engineer in charge may, as his discretion, pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer in charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him, under the provisions of this clause.

B0 v #Z VNFHDFGL prRS ZSDM H[VNFHGF VFWZ[8gOZ T(I FZ SZJ)CMI TPAHMSFDGF VDS EFUMVU[prRS ZSDGM ; DFJX YTMCM TMVFJL AFATMDF8[V S8S8Z CP/ R\$JJF 5F+ CMI T[H NZW YI] , SFDGL AFATMDF8[R\$J6L D/JJF S8S8Z CSNFZ ZC[X] VYJF CJF, FGF . HGZGF DT[pST SFDGF T[EFUG]EF5 , . XSFI TD G CMI 4 TM CJF, FGF . HGZ 5MTGF : JIJJS VG; FZ VNFHDFGMFI] , L prRS ZSD R\$JL XSX[VG[VF B0GL HMJF. CP/ S8S8ZG[R\$JJF 5F+ YTL ZSD S[ZSDMG] , UT] CJF, FGF . HGZG], BLT 5DF65+ TGf DF8[VFBZL VG[IG6F1 S , BFXP

CLAUSE 33 :-Action where no specifications : In the case of work for which there is no such specification, such work shall be carried out in accordance with the Divisional Specification and in the event of there being no Divisional Specifications, then, in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer in charge.

CLAUSE 34 :-Definition of work : The expression “work” or “works” where used in these conditions shall mean unless, there be something in the subject or context repugnant to such construction be constructed to mean the work, or the works, contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered substituted or additional.

B0 v#\$ SFDGL jIfbIf o VF XZTNDJ5ZF] , SFD VYJF XaN 5] MJ IJOFI GF ; NE'DA SX]IJZ]@ G CMI TMSFDR, Fp S[SFI DL VG[D/ ; JWFZ] F4 AN, JFDRVJ] , F S]JWFZGF S8S8ZGL -V[SZJFGF YTF SFD S[SFDIMVJM YXP

CLAUSE 35 Contractor's percentage whether applied to net or gross amount of the bill : Percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued (This clause shall be Applicable only for B-1 tender)

B0 v#5S8S8ZGL 8SFJZL IA, GF RMBL V\$NZ[ZSDG] , FU]5F0JL o VF5JFDFVJ] , SM 56 DF , ; FDFGGL ISDT AFN SZTF 5C] , F 8gOZDFNXFJ] , 8SFJZL IA, GL VSNZ ZSDDFYL AFN SZJFDFVJXP TPApDZJFDFVJX] sVF B0 Alv! 8gOZG[H , FU] 50XF

CLAUSE 36 :- (i) On receipt of the work order. the contractor will identify the sources of procurement of quarried construction materials like metal , kapachi ,grit, sand etc. and seek the permission of the Engineer-in-charge about the source. The Engineer-in-charge will issue orders approving the source of procurement of quarried construction materials. The contractor will thereafter procure the materials from approved sources for used in the contract work. The Dy. Executive Engineer will verify this with reference to the copies of gate passes before recording the measurements of such materials.

(ii) **Non refund of quarry fees & Royalties :** The contractor shall pay the royalty to the competent authority/local body as per rules. The contractor shall furnish quarterly the statement showing quantity of quarried materials, from whom purchased(with full address of the seller)and copies of bills for purchase to the District Officer of the Mining and Geology Department or authority competent to levy royalty in the area of work. Contractor shall also furnish such additional information as regards royalty payment to the Royalty

authority. The royalty charges paid shall be borne by the Contractor and shall not be reimbursed by the Executive Engineer(Authority:-R & BD Circular No. TNC-2286-UO-39(19)-C,dated 23-10-1989.)

s#fSfI " 5f, S . HGZzl SFDGMS" VMO" Z VF5[SITZT H SFDGF XLOI], v ALGL GS, H[TIJ:TFZGF DNGLX IGI FDST VYJF HLVM, MHL:8 VYJF VF; L:8g8 HLVM, MHL:8 VYJF E; TZ VG[BGLH XFBFGF HL<, f SRZLGF JOF HVMMS, §8ZzlGL SRZLDA A[[K[TDG[VVF5JFGL ZCXP

sZf ~FP ZP___, FB sA[, FBf YL p5ZGF SFDMGF Sltg8FS8ZMV[TMMV[BZLN[B GLHGM HyYM VG[T[SI FYL BZLN[Kp T[JRGFZGL IJUTM NXF" JTF AL, MGL GS, M TYF 5+SGF ~5DA DFICTL NZ +6 DF; [p5Z s! f DA NXFq[, VIWSFZLGL 5ZL 5FOJFGL ZCXP VF AL, MDADF, JRGFZG[, GFZG[GFD4 DF, , GFZG[GFD VG[HyYM JUJZ[NXFq[, F CMUF HM. V[s#f H~Z 50I [H~ZL IS: ; FDFp5Zs! f DANXFq[, VIWSFZLzl TZOYL JW[DFICTL v IJUT DF, S[AL, GF ; AWDFA DFUJDF VFJ[TM T[H[T[SFI \$F, S . HGZzl BGLH BFTFGF VIWSFZLGL T[IJUTM Sltg8FS8Z 5F; YL D/JJF DNN SZXP HM VFJL DFICTL ; DI ; Z VF5JFDFG VFJ[T[SM. SFI \$F, S . HGZzl4 TZOYL VF VUJ[; CSFZ G D/[TM BGLH IJEFUGF VIWSFZL TJTH VF AfAT IGI FDSZLGF wL FG p5Z D\$XP HVM VU[pWMU 4 BF6 VG[pHFq[IJEFU TYF H[T] ; AIWT IJEFUGF ; IRJzLGF wL FG p5Z D\$XP VG[5+ D?I YL ; AIWT IJEFUGF ; IRJzL4H[T[SFI \$F, S . HGZzl G[TfTsfI, S DFICTL 5ZL 5FOJF ; RGF VF5XP VF 5Yf VD, L AGTF VF 5IZ5+GL TFZLB YL ; LSI MZL8L 0L5MhL8 5ZT SZJF DF8[ZMI <8L E I F[VUJGF 5DF65+GM VFUJC ZFBJFGM ZCXP[GCLP

ZFHI ; ZSFZGF AFWSFD DF8[J5ZFTF UF6 BGLHGL ZMI <8L EZJF AfATPPP

s\$F VF SFDDF HI FZ[; FNL DF8L sVMOLGZL S, f VG[s; M08f DZD JF5ZJFDF VFJ[TGF p5Z 56 ZMI <8L R\$JJF 5F+ Kps5f IJOFXDA UF6 BGLH AfATDA UPUMPBIPG !) && VG[TGf VG[WFGDA JBTM JBT ACfZ 5FOJFDF VFJ[, f 9ZFJM, FUJ 50Xq[VG[T[DHA , lh S[5ZDL8 , [JG] VG[ZMI <8L EZJFGL ZCXP spWMU4BF6 VG[pHFq[IJEFU 9ZFJ SDFS VDPVDPVFZPq! ! Z___qZ_! #qK TFZLB _! q_) qZ_ \$ cc SFD 5Z] YI[, OF. G, AL, AgI [TGL GS, IH<, f E; TZ XF: +LG[DMS, L ZMI <8L 58[HM ZSD J;], SZJFGL AFSL CMI TM \$B, L ZSD J;], SZJFGL Kp T[H6FJJF 5+ , BJM VF 5+ E; TZ XF: +LG[D?I f AFN \$5 INJ; DfSM. 5tI JTZ G D/[TM ZMI , 8L 58[SM. ZSD J;], SZJFGL GYL TD DFGL OF. G, AL, R\$JL NUFG] ZCXPcc IJXQFDF. HFZNfZzl wJFZF ZMI <8L E I F" VUJGF ZH] SZ[, N: TFJ[HM V5ZTF , FU[TM SFDDFAJ5ZF1[, UF6 BGLHML ZMI <8L EZJFGL AFSL CX[TM T[EZ5F. SZJF . HFZNfZzl AWFf Kp T[UL AFCWZL . HFZNfZ 5F; YL D/JL ; LSI MZL8L 0L5MhL8 5ZT SZJFGL SFI " JFCL SZJFGL ZCXP

sDFPDPIJPGM 5IZ5+ SDFS 8LPVGP; LP q! _qZ_ Zqs! \$f ; TFZLBP Z(q_ \$qZ_# TYF Z*q_ \$qZ_ 5PfVG[DFPDPIJ 5ZL5+ SDFS 8LVG; Lv! _Z_! #s\$fq; L TFP(q(q! \$ TYF \$q! ! q! 5 GM DFPDPIJ 5ZL5+ SDFS 5ZRv! _vZ_! 5v55v; Lf

CLAUSE 37 :-Compensation under the workmen's compensation Act : The contractor shall be responsible for and shall pay compensation to his workman payable under the Workmen's Compensation Act. 1923(VIII of 1923)here in after called the said Act)for injuries caused to the workmen. If such compensation is paid by Government as principal under sub-section 12(1) of the said Act on behalf of the Contractor it shall be recoverable by Government from the contractor under sub-section12(2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

BD.v#* SFDNFZ J/TZ VIWIGI D C9/ J/TZ o SFDNFZIG[YI[, HFVM DF8[!) Z#GF SFDNFZ J/TZ VIWIGI D s!) Z#GF VF9DFsCJ[5KL HG[pST VIWIGI D S[FM K[TFCP/ R\$JJF5F+ SM. 56 Sltg8FS8Z HJFANFZ ZCXP pST VIWIGI DGL S, D ! Z GL 58f S, D s! f C9/4 Sltg8FS8Z JTL ; ZSFZ[DpI 51fSFZ TZLS[J/TZ R\$ji[CMI TM ; ZSFZ T[ZSD pST S, DGL 58fvS, DsZfvqJI[Sltg8FS8Z 5F; YL J; }, SZL XSP VFJ[J/TZ p5ZGF BD ! DAH6FJ[L ZLTJ; }, SZJFDF VFJXP

CLAUSE 37-A :-The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Government, the same shall be recoverable from the contractor for with and be deducted, without prejudice to any other remedy of Government from amount due or that may become due to the contractor.

BO #*vS VS:DFTG[5IZ6FD[SM. SFDNFZG[XFZLZS. HF YFI TM TG[TALAL ; CFI 5ZL 5F0JF DF8[HJFANFZ ZCXP VFJ] BR"
; ZSFZ[SI]CMI TM SM8FS8Z 5F; [YL T TZT J; } SZJF 5F+ ZC[X]VG[; ZSFZ ALHF SM. 5U, FG[AFW G VFJ[V[ZLT[SM8FS8ZGL
, [6L VYJF CJ]5KL, [6L YGFZ ZSDDFYL T[SF5L, [JFXP

CLAUSE 37-B :-The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the person employed on the site and shall maintain the same in suitable condition for immediate use at any time and shall comply with the following regulations in connection therewith. :

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

(b)When work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept for use and all necessary steps shall be taken for the prompt rescue of any person, in danger.

(c)Adequate provision shall be made for prompt first aid treatment of all injuries to be sustained during the course of the work.

CLAUSE 38 :-The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the tender. In case of increase in the quantities by more than 10% the new rate will be paid to the contractor for the quantities in excess of 10%. The rates for the increased quantities as aforesaid will be fixed in the manner specified in clause – 14.

CLAUSE 39 :-Employment of famine or other labor:The contractor shall employ any famine, convict or other labor of particular kind or class, if ordered in writing to do so by the Engineer in charge.

BO v#) N[SF/U; T IJ: TFSGF VYJF ALHF DHZMG[SFD[ZFBJF AFAT o CJF, FGF. HGZ V[UM, [BLT C[SD SZ[TM N[SF/YL UGUFZ TZLS[; HF 5FD, F VYJF VD[S RMSS; 5[SFZGF S[JUGF ALHF DHZMG[SM8FS8Z[SFD[ZFBJFGF ZCXP

CLAUSE 40 :-No compensation shall be allowed for any delay caused in the starting of the work on account of delay in making available the full site of land at a time.

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

BO v\$! SFD SZJFDF YI[, IJ, YA DF8[J/TZ VUGM CS NFJM o RMSOLDA VYJF SM. EFUDA 5F6L HJFG[SFZ6[SFD SZJFDF IJ, YA VU[SX]J/TZ V5FX[GICVF NZDA; BT VYJF ITZ0JF/L HDLG DF8GAFNU VG[E]JE"H/JF/F EFUDA 5F6L EZF. ZC[T]CMI TJL RMSOLGL HuI FDFABMNSFD DF8GF NZGM; DFJX YFI K[V[G[TYL VgI YF :508 H5FjI]CMI T[I; JFI 4JWFZGF NZ DF8[SM. CS NFJMWI FGDA, [JFX[GICP

CLAUSE 42 :- Entering upon or commencing any portion or work : The contractor shall not enter upon or commence any portion or work except with the written authority and instruction of the Engineer in charge or of his subordinate in charge of the work. Falling such authority, the Contractor shall have no claim to ask measurement of or payment for work.

BO v\$Z SFDGM SM. EFU GJ; ZYL CFY WZJF S[X~ SZJF AFAT o CJF, FGF. HGZG[VYJF TFAFGF SFDGF CJF, FGF VIWSFZLGM I, BLT C[SD VG[; RGF I; JFI SM8FS8Z SXMCS NFJM SZL XSX[GICP

CLAUSE 43 :-Minimum age of person employed : (i)No Contractor shall employ any person who is under the age of 15 years.

BO v\$#SFD[ZBFI[, JI ISTVIGL VMKFDVVMKL JI vSM8FS8Z ! 5 J0FGL GURGL pDZGL SM. 56 JI IST SFD[ZBFI XSX[GICP

CLAUSE 43(I)(A) :-The employment of donkeys and/or other animals and the payment of fair wages: For Asphalt work(s) as far as possible, only the adult persons should be employed by the contractor. If the adult persons are not available, then the children below the age is 15(Fifteen years)should not be employed under any circumstance.

(ii)No contractor shall employ donkeys or other animals with bracing of string or thin rope. The bracing must be at least three inches wide and should be of tape.(Nawar)

sZFSMg8S8Z UWQF VYJF ALHF 5f6LVMGF 5L9 5Z hL6L NMZL VYJF 5FT / \NMZO\ AFWL XSX\ GCLP 5L9 EFU 5Z AFWJF VMKFDV VMKL # . R 5CM/L OLT sGJFZfSDDA, JLP

(iii) No animal suffering from stores, lameness or emaciation or which is immature shall be employed on the work.

s#fWFZfJF/f4 BMDBTF VYJF SX S\GFGF 5f6LG\ SFD\ ZFBL XSFX\ GCLP

(iv) The Engineer in charge or his agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion work by such removal.

s\$FVF XZTM DHA G CMI T\JL SM. 56 jI IST S\5f6L SFD SZTL qSZT\ DF, D 5O\ TM T\G\ SFD 5ZYI NZ SZJFGL ; TF CJF, FGF . HGZG\ S\TDGF V\Hg8G\K\VG\VFJL ZLT\SM. jI IST S\5f6LG\NZ SZJFYI YI\, SM. IJ, A DF8\ ; ZSFZGL SM. HJFANFZL ZCXP\GICP

(v) The contractor shall pay fair and reasonable wages to the workman employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Engineer in charge who shall decide the same. The decision of the Engineer in charge shall be conclusive and binding on the contractor, but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the sanctioned tender rates.

s5f5MT\ CFY WZ\, F SMg8FS8 DF8\ SFD\ ZFB\, SFDNFZMG\ jI FHAI J\TG R\$JJFG\ ZCXP\ R\$J\, jI FHAI G CMJFGF DNf 5Z SMg8FS8Z VG\ TDGF SFDNFZM JrR\ SM. h3OM pEM YFI TM V\ h3OM IJGF IJ, A\ CJF, F . HGZG\ ; M5JFDA VFJX\ VG\ T\ VU\ T\ VMIG6\ VF5X\ CJF, FGF . HGZGMIG6\ SMg8S8Z DF8\ IG6FI S VG\ AWGSTF\ ZCXP\ 5ZT\ VF IG6\ YL DHZ\ SZ\, F 8g0ZGF NZ\ ; ZSFZ\ SZJFGL YTL R\$J6LG\, UTL SMg8S8DFGL XZTMG\ SXL V\ ; Z YX\GICP

(vi) The contractor shall provide drinking water facilities to the workers/ labourers employed on Government works. Amenities relating to sanitation shall also be provided to the workers/labourers employed on works (in urban areas). If the contractor fails to comply with these provisions, the Engineer in charge shall give notice in writing and if the contractor does not provide this facility to the workers/labourers within a period of ten days from the date of the notice in writing, the Engineer in charge shall thereupon make the arrangement for drinking water at the cost of the contractor.

s&f; ZSFZL SFD\ ZFB\, F SFDNFZM v DHZMG\ 5LJFGF 5f6LGL ; UJO SMg8FS8Z\ 5ZL 5F0JFGL ZCXP\ sXCZL IJ:TFZMDF SFD\ ZFB\, F SFDNFZMG\ ; JrKTF IJQFI S ; UJOM 5ZL 5F0JFGL ZCXP\ SMg8FS8Z VF HMJF. G\ 5F, G SZJFDA IG00/ HX\ TM CJF, FGF . HGZ T\G\, BLT GM8; VF5X\ VG\ SMg8FS8Z VFJL, BLT GM8L; GL TFZLBYL ING N; GL DNTDA SFDNFZM v DHZMG\ VF ; UJO GIC VF5\ TM CJF, F . HGZ SMg8FS8ZGF BR\ 5LJFGF 5f6L GL jI J:YF SZXP

(vii) The contractor shall provide the amenity of proper shade and shelter to the workers/labourers and their children on Government works as soon as the work starts. If the contractor fails to provide shade and shelter, the Engineer in charge shall provide the same at the cost of contractor.

s*fSFD X~ YFI S\TZT H SMg8FS8Z\ ; ZSFZL SFD 5ZGF SFDNFZM/DHZM VG\ TDGF AF/SMG\ I MUI Xp VG\ VFzI VF5JFGL ; UJO 5ZL 5F0JFGL ZCXP\ Xp VG\ VFzI :YFG 5ZF 5F0JFDA SMg8S8Z IG00/ HX\ TM SMg8S8ZGF BR\ CJF, FGF . HGZ 5ZF 5F0XP

CLAUSE 44 :-Method of payment : Payment to contractor shall be made by cheque drawn on any treasury within the division convenient to them, provided the amount exceeds Rs. 10 Amount not exceeding Rs. 10 will be paid in cash.

BD v\$\$ R\$J6LGL ZLT o R\$J6LGL ZSD ~P ! _ SZTF JW\ CMI TM SMg8FS8ZG\ VG\$ / CMI T\JL IOJLhGGF IJ:TFZGL SM. 56 ITHMZL 5ZGF R\$ NJFZ TDG\ R\$J6L SZFXP ~P ! _ YL JW\ G CMI T\JL ZSD ZMSQYL R\$JJFDA VFJXP

CLAUSE 44-A :-Any sum of money due and payable to the Contractor (including the security deposit returnable to the contractor) executing any Government work or work of any District Panchayat wholly financed as grant in aid under this contract shall be appropriated by any District Panchayat/Government and shall be set off against any claim of the Government/District Panchayat of Gujarat stat by the District Panchayat of Gujarat State/Government for the payment of a sum of money

arising out or under any other contract made by the contractor with the Government/District Panchayat of Gujarat state for the work wholly financed as grant in aid by Government of Gujarat State. When no such amount for purpose of the recovery from the contractor against any claim of the Government/District Panchayat of Gujarat state is available, such a recovery shall be made from the contractor as arrears of land revenue.

CLAUSE 45 :-Deleted.

CLAUSE 46 :-Employment of scarcity labor : If Government declares a state of Scarcity or famine to exist in any village situated within 16 kilometer of the work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labor, any person certified to him by the Engineer in charge or by any persons to whom, the Engineer in charge may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Engineer in charge whose decision shall be final and binding on the contractor.

B0 v\$& VKT U; T IJ: TFZGF DHZM SFD[ZFBJF AFAT o SFDGF : Y/YL ! & IS, MDL8ZGL VNZ VFJ, F SM. 56 UFDDFVKTGL VYJF NPSF/GL I: YIT 5JTTL CMJFG; ZSFZ HFCZ SZI TM HPA SX/ SFZLUZMGL H-Z G CM TUF SFDGF SM. 56 EFU 5Z SIm8FS8Z[CJF, FGF . HGZ VYJF TD6[TI VUJL OZH HG, [BLT ZLT; MSL CM TUL jI ISTV[HjI ISTVMG[ZFCTGL VFJXI STF CMJFG]5DF65+ VF%I)CM. TDG[SFD[ZMSJFGF ZCX[VG[VF VU]; ZSFZ[H]IG61 SIm8CM TML VMKF G CM VJF NZ[VFJL jI ISTVMG[JTG R\$JJF T[AWFI, F ZCX[VF B0GF VD, 5ZtJ] SM. 56 TSZF p51: YT YFI TMTGMIG61 CJF, FGF . HGZ SZX[VG[T]IG61 SIm8FS8Z DF8[VFBZL VG[AWGSTFZCXF

CLAUSE 47 :-Deleted

CLAUSE 48 :- The rates to be quoted by the the Contractor must be inclusive of all taxes prevailing on due of bid submission.

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 has to intimate Engineer in charge regarding changes occurred in the tax structure after bid submission, If 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 contract.

The contractor shall apply fair means of stock maintenance and shall adopt accounting standards as may be prescribed under GST. For arriving at the difference in procurement prices due to introduction of GST, it will be open for the Government to ask for original invoices, I.R. weight bridge slips, payment details and such other documents as may be required for the purpose.

If there is reduction in overall tax burden then proportional benefit of that shall be passed on to the Government.

(Govt. R&B Deptt. Circular No. TNC-10-2017-01-Cdt. 29-8-2017)

CLAUSE 49 :-The Contractor should as far as possible, obtain his requirement of laborers skilled and unskilled, from the nearest Employment Exchange so as to utilize the local employment potential. If there are no local Employment Exchanges are not able to provide the required labor locally, suitable laborers should be utilized to the maximum extent possible.

B0 v\$) SIm8FS8Z[Hf. TF SX/ VG[HAG SX/ DHZM XSI CM tIF; ML GHLSDFAGHLSGL ZMHUFZ SRZLVYL D/JJF HYL : YFIS ZMHUFZ XISTGM p51 MU Y. XSXp : YFIS ZMHUFZ SRZLVIMG CM VYJF VFJL SRZLVIM H-ZL DHZM : YFIS ZLT] 5ZF 5FOL XS[TD G CM TM I M I DHZMGMAG[TB, F JW]5DF6DF p51 MU SZJMP

CLAUSE 50 :-Fair Wages : If a Contractor fails to pay within '7'(seven)days to the labourer(s) worker(s) the minimum wages prescribed by the Government under the Minimum Wages Act, 1948 as in force from time to time, Engineer in charge shall be at liberty to deduct the amount payable to the labourer/workers from his (Contractor's) bills or deposit(s) payable by the Contractor after making due inquiries and establishing the claims(s) of the (labourer(s)/worker(s).

The contractor shall not be entitled to any payment of compensation on account of any loss that the Contractor may incur on account of the action as aforesaid. Before the action as aforesaid, is enforced, a notice in writing to the Contractor shall be issued by the Engineer in charge to pay the wages as per minimum Wages Act I force at the relevant time. If contractor does not act as afore said within seven days, then the action contemplated as above shall be taken against him.

B0 v5_ jI FHAL JTG o JB TMUBT VD, DFCM T[DHA !) \$(GF , 3JTD JTG VIWIGI D C9/ ; ZSFZ[IGI T SZI, F , 3JTD JTG DHZ SDHZMFG[SFDNFZ sSFDNFZMFG; FT INJ; DASIm8S8Z G R\$J[TM CJF, FGF . HGZG[I M I T5F; SZL TDH SDHZFDHZMGM SFDNFZ sSFDNFZMFGM CSNFJM : YFI5T SZLG DHZ SDHZMFG[SFDNFZ sSFDNFZMFG[R\$JJF5F+ ZSD SIm8FS8ZGF IA, M VYJF SIm8FS8ZGF IA, M VYJF SIm8FS8Z[R\$JJF5F+ VGFDTVVGFDTMGL ZSDDFYL SF5L , [JFGL K9 ZCXp p5Z H6fj I F DHA , [FDFAVFJ, F 5U, FG[SfZ6[SIm8FS8ZG[SM. 56 G\$XFG HFI TM T DF8[TG[SM. 56 R\$J6L VYJF J/TZ D/JF 5F+ ZCX[GIC p5Z H6fj I F DHA G 5U, JVD, DAD\$JFDFVJ[T]5C, F CJF, FGF . HGZ T; D I , 3JTD JTG VIWIGI D VG; FZ JTG R\$JJFDF

SMg8FS8ZG[, BLT GMBL; VF5Xp SMg8FS8Z p5Z H6fjIF DHA ; FT INJ; DfJTX[GICLTM TGL ; FD[p5Z IJRFI F'D]HAGF 5U, F EZJFDF VFJXP

CLAUSE 51 :-Deleted

CLAUSE 52 :-List of Machinery : The contractors shall also give a list of machineries in his possession and which they propose to use on the work.

B0 v5Z I+ ; FDU|GL I FNL o SMg8FS8Z[5MTFGF SAHFDGFL VG[SFD DF8[p5I MUDF\, [JF IJRFZ[, I+ ; FDU|GL I FNL 56 VF5JFGL ZCXP

CLAUSE 53 :- (i)In case, the roller deployed by Department for the use on contract work is kept idle by the contractor for want of adequate labour and materials, the contractor will have to pay rental charges as per prevailing rules even though the items of rolling and watering are to be carried out by the department.

(ii)If the contractor does not plan his programme so as to suit requirement of the department, the proportionate rental charges on roller shall be recovered from the contractor.

CLAUSE 54 :- Local labour on normal rates : The contractor shall have to engage local labour and person seeking employment where available on normal rate.

B0 v5\$; FDFgl NZ[:YFIGS DHZM o ; FDFgl NZ[D/L XS[TD CMI tI FZMHUFZ JFK]:YFGLS DHZM VG[:YFGLS jI ISTVING[SMg8FS8Z[SFD[ZFBJFGFZCXP

CLAUSE 55 :-Rent will be recovered from the contractor for the land givent to them for stacking materials as well as for construction of temporary hutments etc.

Land measuring Charges

- | | |
|---|-------------------|
| 1. One hectare or less | Rs. 5 Per month. |
| 2. More than 1 hectare & up to 2 hectares | Rs. 10 Per month. |
| 3. More than 2 hectare & up to 3 hectares | Rs. 15 Per month. |
| 4. More than 3 hectare & up to 4 hectares | Rs. 20 Per month. |

CLAUSE 56 :-The contractor shall employ only such labour who shall produce a valid certificate of having been vaccinated against small pox within a period of last three years.

B0 v5& SMg8FS8Z K[, F # J0FGL DNT NZIDI FG XLT/FGL Z; L V5F. CMU AFATG[:JLSFI "5Df65+ ZH} SZGFZ DHZMG[H SFD[ZFBXP

CLAUSE 57 :-1 Huts : The contractor shall build sufficient number of huts on a suitable plot of land for the use of the laborers according to the following specifications :

(1)Huts of bamboos and grass may constructed.

(2)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 of rank jungle, grass or weeds should particularly be avoided. Camps should not be established close to large cutting of earth work.

(3)The lines of huts shall have open spaces of at least 10 m. between rows. When a good natural site cannot be procured particular attention should be given to the drainage.

(4)There should be no over crowding. Floor spaces at the rate of 2.8 Sq.m. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.

(5)The contractor must find out his own land. If he wants Government land, he should apply for it and pay assessment for it.

2.Drinking Water : The contractor shall as far as possible, provide an adequate supply of chlorinated pure potable drinking water for the use of laborers. This provision shall be at the rate of not less than 4.5 liters per head. No provision need be made where there is a suitable nalla, river or well within 0.4 km. of the camp. However arrangement should as far as possible, be made to chlorinate water by chlorinated tablets before it is allowed for drinking purpose.

3.The Contractor shall construct semi permanent latrines for the use of Labourers on the following scale, namely;

(a)Where females are employed, there shall be at least one latrine for every 25 females.

(b)Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceed 100, it shall be sufficient if there is one latrine for every 25 males or females, as the case may be up to the first 100 and one for every 50 thereafter.

4.Privacy in Latrines : Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

5.Notice to be displayed outside latrines and urinals : (1)Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority of the workers. For Men Only or For women Only : as the case may be.

5(2)The notice shall also bear the figures of a man or of a woman, as the case may be.

6.Urinals : There shall be at least one urinal for male/female workers up to 50 employed at a time. Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 males or females or part thereof.

7.Latrines and Urinals to be accessible : (1)The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment. (2)(i)The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times (2)(ii)Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

8.Water for latrines and urinals : Water shall be provided by means of pipes or tanks or the like, so also conveniently accessible in or near the latrines and urinals.

9.Bathing and washing places : (1)The contractor shall construct sufficient number of bathing places; every unit of 20 persons being provided with a separate bathing place. (2) Washing places should also be provided for the purposes of washing clothes. Every unit of 30 persons shall have at least one washing place.(3) such bathing and washing places should be suitably screened and separate places provided for male and female workers. (4)Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

10.Drainage : The contractor shall make sufficient arrangement for draining away the sewerage water as well as water from the bathing and washing places and shall dispose off this waste water in such a way as not to cause nuisance. The contractor should obtain a permission from the Gujarat Water Pollution Control Board, Gandhinagar if water is so to be drained in river or near the well. The contractor would put medicinal oil once in a week in stagnant water round about the residence.

11.Medical facilities : The contractor shall engage a medical officer with a traveling dispensary for a camp having 500 or more persons if there is not Government or other private dispensary situated within 6 km from the camp.

12.Conservancy and cleanliness : The contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer in charge

13.Health Provisions : The District Health Officer of the District or the Deputy Director of Health Services shall be consulted before opening a labor camp and his instructions on matters, such as the water supply, sanitary convenience, the camp site, accommodation and food supply shall be followed by the contractor.

14.Precautions against epidemic : (a)The authorities in charge of the colonies should get the labourers inoculated against cholera and plague and vaccinated against small pox at the time of recruitment, if they are not inoculated or vaccinated within 6 months or 3 years respectively prior to the date of recruitment.

(b)When, in any labour camp there is an epidemic disease or is threatened with such an outbreak, the authorities in charge of the labor camp and his instructions on matters, such as the water supply, sanitary convenience, the camp site accommodation and food supply shall be followed by the contractor.

(c)The authorities in charge of the labor colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak, to the Mamlatdar of the Taluka, the District Health officer or to the Deputy Director of Public Health in charge of that area and the

Director of Public health. Thereafter they should continue to send daily reports to the officers in the prescribed form regarding the progress of the epidemic disease.

(d)When the authorities in charge of the labour colony suspect or have reason to believe that any inmate of the labor colony is suffering from the infectious or contagious disease, they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically provided for the purpose and also for their treatment.

(e)As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labor colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officers of the District, Deputy Director of Public Health(Malaria) and the Director of Public Health and also arrange to institute all necessary antimalarial measures as may be advised by the officials of the Public Health Department.

(f)The authorities in charge of the colonies should also arrange to carry out any other measures that may be recommended by the officials of the Public Health Department necessary to prevent or control the spread of disease.

15.Rest rooms : (1)In every place where in contract labour is required to halt at night in connection with the contract works in which employment of contract labor is likely to continue for three months or more, the contractor shall provide and maintain rest rooms or other suitable alternative accommodation within fifteen days of the employment of contract labour.

(2)If the amenity referred to in sub rule is not provided by the contractor within the period prescribed, the employer shall provide the same within a period of fifteen days of the expiry of the period laid down in the sub-rule(1).

(3)Separate rooms shall be provided for women employees.

(4)Effective and suitable provision shall be made in every room for securing and maintaining adequate ventilation for the circulation of fresh air and there shall also be provided and maintained sufficient and suitable natural or artificial lighting.

(5)The rest room or other suitable alternative accommodation shall be of such dimensions as to provide at least a floor area of 1 sq. mt. for each person making use of rest rooms.

(6)The rest room or other suitable alternative accommodation shall be so constructed as to afford adequate protection against heat, wind, rain and shall have smooth, hard and impervious surface.

(7)The rest rooms or other suitable alternative accommodation shall be at a convenient distance from the establishment and shall have adequate supply of wholesome drinking water.

16.Canteen Facilities : (1)In every establishment of contract work and wherein work regarding the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed, the adequate canteen facilities shall be provided by the contractor for the use of such contract labour within sixty days of the commencement of the employment of contract labour.

(2)If the contractor fails to provide the canteen facilities within the time laid down the same shall be provided by the principal employer within sixty days of the time allowed to the contractor.

(3)The Canteen shall be maintained by the contractor or principal employees as the case may be in an efficient manner.

17.Accommodation in canteen : (1)The canteen shall consist of at least dining hall, kitchen, storeroom, pantry and washing places separately for workers and for utensils.

2(i)The canteen shall be sufficiently lighted at all times where any person has access to it.

(ii)The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or color-washed at least once in each year, provided that the inside walls of the kitchen shall be lime washed every four months.

3(i)The premises of the canteen shall be maintained in clean and sanitary condition.

(ii)Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause nuisance.

(iii) Suitable arrangements shall be made for the collection and disposal of garbage.

18. Accommodation in dining Hall : (1) The dining hall shall accommodate at a time, atleast 30 % of the contract labour working at a time.

(2) The floor area of the dining hall excluding the area occupied per dinner to be accommodated shall as prescribed in subrule(1).

(3)(i) A portion of the dining hall and service counter shall be partitioned and reserved for women workers, in proportion to their numbers.(ii) Washing places for women shall be separate and screened to secure privacy.

(4) Sufficient table, stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub rule 1.

19. Equipment in canteen : (1)(i) There shall be provided and maintained sufficient utensils, crockery, cutlery, furniture and any other equipment necessary for the efficient running of the canteen.

(ii) The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

(2)(i) Suitable clean clothes for the employees serving in the canteen shall also be provided and maintained.

(ii) A service counter, if provided, shall have a top of smooth and impervious materials.

(iii) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

20. Food stuff to be served : The food stuff and other items to be served in the canteen shall be in conformity with the normal food habits of the contract labour.

21. Prices to be displayed : The charges for food stuffs, beverages and any other item served in the canteen shall be based on “no profit, no loss” and shall be conspicuously displayed in the canteen.

22. Canteen to be run on “No profit no loss” basis : In deriving the prices of food stuffs and other articles served in the canteen, the following items shall not be taken into consideration as expenditure, namely.

(a) the rent for the land and building.

(b) the depreciation and maintenance charges for the building and equipment provided for in the canteen.

(c) the cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.

(d) The water charges and other charges incurred for lighting and ventilation.

(e) The interest on the amount spent on the provisions and maintenance of furniture and equipment provided for in the canteen.

The local officers should check up whether, facilities as offered and which are admissible under the existing rules and orders are made available to the workers and enforce upon the contractors the necessity of adhering to the instructions for promotion of welfare of the workers according to the terms of the contract.

23. BOOKS OF ACCOUNTS AND REGISTERS OF THE CANTEEN : The books of accounts and registers and other documents used in connection with the running of the canteen shall be produced on demand to an inspector.

24. AUDIT OF THE ACCOUNTS OF THE CANTEEN : The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors, provided that the Labour Commissioner may approve of any other person to audit the accounts; if he is satisfied that it is not feasible to appoint a registered accountant and auditor in view of the site or the location of the canteen.

CLAUSE 58 :-Contractor shall have to arrange for the supply of gumboots, Hand gloves, mask etc. invariably to the laborers /workers engaged by the contractor on asphalt work.

CLAUSE 59 :-The Contractor shall not show any distinction between Harijan and other class of labourers/workers employed to carry out the Government work.

CLAUSE 60 DELETED

Name of work:- Construction of Shiva Katkola Road K.M. 0/0 to 2/40 Kms (Non Plan), Ta.Bhanvad

CLAUSE 60A :-Price Variation for Cement, Steel and Asphalt brought by Contractor : The amounts payable to the contractors for the work done involving use of cement, steel and asphalt when these materials are not supplied by the Government as for schedule A shall be adjusted for increase or decrease in the rates of these materials as under :-

(4) Price variation for cement, steel and asphalt brought by the contractor.

The star rates for cement, mild steel and tor steel & asphalt to be brought by the Contractor shall be considered Ex-supply Depot/Godown as under :-

| QUANTITY | | | Input rate | STAR RATE PER TONNE | In which Month DTP is Approved |
|---------------|--------|----|--------------|---------------------|--------------------------------|
| Cement | 719.11 | MT | 6460.00 - /- | Rs. 7600.00 | |
| TMT Steel | 10.78 | MT | 61665.99 | Rs. 78000.00 | |
| HYSD Steel | 4.31 | MT | 56114.61 | Rs 78000.00 | |
| Mild Steel | 1.69 | MT | 54653.24 | Rs 78000.00 | |
| Asphalt VG-10 | 37.91 | MT | 52677.56 | Rs 53515.36 | 16 /092022 |

[The above star rates are linked with Reserve Bank of India price index for steel and cement for the month in which DTPs are approved. The star rate for asphalt will be based on the rate of Koyli Refinery prevailing on the date on which the DTP's are approved.

The month in which DTPs are approved will be specified in the tender document.

Star rates should be mentioned in the tender copy as under :-

- I. For Cement, Price of cement from authorized dealer should be obtained for the month in which the D.T.P. s are approved & mentioned as star rate before issue of tender copy.
- II. For steel & HYSD bars, rate of SAIL should be obtained for the month in which the DTPs are approved and mentioned as star rate before issue of tender copy.
- III. For basic index specific month in which the DTPs are approved should be mentioned before issue of tender copy.]

The fluctuations in rates of cement and steel shall be adjusted in the bills payable to the contractors as under :

$$A = B \times \left\{ \frac{C1}{Co} \right\}^{-1} \times D$$

A = Difference of Amount payable or recoverable.

B = Star rate of steel/cement/asphalt.

C1 = The (quarterly)average corresponding index for steel, cement, asphalt for the quarter under consideration as published in monthly bulletin or Reserve Bank of India.)

Co = Price index of cement/steel asphalt for the month in which the DTPs are approved published in monthly bulletin of Reserve Bank of India.)

D = Qty. of cement/steel/asphalt actually brought by the contractor on site of work and consumed in the work during the quarter duly supported with bills as recorded in cement consumption register of MB(for steel).

Conditions for variation in prices of cement and steel only :-

1. No ceiling for escalation for difference in the cost of steel and cement will be applicable.
2. this clause shall be operative from the date of issue of work order and up to the expiry of original and extended time limit.
3. This formula shall be used individually for cement/mild steel and tor steel and calculating adjustment.

4. The cement and steel brought by the contractor on the site of work shall be used only after the same is tested by the Department.
5. If such materials are not found as per the requirement of I.S. specification, the same shall be removed by the contractor for which no claim shall be entertained.
6. This clause will be applied to the work irrespective of the cost of the work.

Conditions for variation in rates of asphalt only :-

1. The Contractor shall procure asphalt directly from refinery only.
2. The Contractor will not be furnished "P" form for purchase of quantity of asphalt required for this work.
3. The Contractor will have to produce in original all the gate passes issued by the refinery and also the bill in original to the Engineer-in-charge.
4. The number of transport tanker carrying the asphalt shall be furnished by the contractor.
5. The test certificate regarding the grade of asphalt as well as test result of asphalt from GERI Laboratory or other Laboratory approved by R & B Department shall have to be produced.
6. The difference between the actual rates of purchase as per original bill of the refinery produced and the star rate shown above in this clause shall be payable / recoverable for the quantity of asphalt actually used in this work. This difference shall be payable/ recoverable for the asphalt consumed in the work executed during original & extended time limit, if time limit is extended for reasons of delay attributable to the Department. This difference shall not be payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor. However, this difference shall be recoverable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor.
7. The difference will be payable/recoverable from the date of issue of work order and this price variation will not be subject to any ceiling.
8. No advance payment or secured Advance will be payable against asphalt.
9. This part of clause for price variation of asphalt will be applicable for works estimated to cost above Rs.5 Lacs and involving use of asphalt.
10. It is permissible to use asphalt produced by Private Companies like ESSAR and imported asphalt also. If the contractor opt to use asphalt produced by Private Companies or imported asphalt, Condition No. 1,3 & 6 above shall be replaced and read as under.
 1. The contractor can procure asphalt produced by Private company of India or imported asphalt and use in the work.
 3. The contractor will have to produce in original, the purchase invoice of asphalt.
 6. For calculation of variation in the rate of asphalt, the rate prevalent at Indian port at the time of purchase in case of imported asphalt and the rate as per purchase invoice in case of asphalt purchased from Private Indian Company or Ex. Refinery (of Indian Public Sector undertaking) rate on the date of purchase, whichever is less shall be considered for working out the difference and for comparison of the Star rate shown above in this Clause. This difference shall be payable/ recoverable for the asphalt consumed in the work executed during original & extended time limit, if time limit is extended for reasons of delay attributable to the Department. However, this difference shall be recoverable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor.
11. If the contractor use imported Asphalt, it will be verified that the imported Asphalt to be used is of specified viscosity Grade before permitting to use imported Asphalt. Grade Certificate of Refinery from which Asphalt is imported only must be obtained. Grade Certificate of any other Laboratory/Institution should not be accepted.

(Authority R & B D GR No. TNC-1089 (4)-C, dated 31-08-1991 modified vide G.R.s of even numbers, dated 5-10-1991, 7-4-1992, 21-10-2005, and G.C. No STR-1097-182/H dated 27-11-97, 21-11-98 and Misc-1093-UO-53-

CLAUSE 61 :-FENCING AND LIGHTING :(a)The contractor shall, unless otherwise specified, be responsible for the proper fencing, lighting grading and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary road, way, foot-way, guards, fences, caution notices etc. as far as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accidents that may occur on account of his failure to take proper & timely precautions.

(b) All the arrangements made for fencing and lighting shall be maintained by the contractor through the currency of the contract till the physical taking over of the work by department.

CLAUSE 62 :-LIABILITY OF ACCIDENTS TO PERSONS : Responsibilities and liabilities of the contractor under Workman's Compensation Act are given in clause No. 37 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 is likely to result in death of any such workmen, the contractor, shall within 24 hours of happening of such accident(s) intimate, in writing to the Engineer in charge the fact of such accident(s).the contractor shall indemnify Government against all loss of damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the pealties of ifines, if any payable by the Government as a consequence of Government's failure to give notice under the Workment's Compensation Act or otherwise to conform to the provisions of the said act in regard to such accident(s).

(b) In the 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 as principal Employer, it shall be lawful for the Engineer in charge to retain out of money due and payable to the Contractor, such sum or sum of money as may, in the opinion of the Engineer in charge, be sufficient to meet such a liability. The opinion of the Engineer in charge shall be final in regard to all matters arising under this clause.

CLAUSE 63 :-ACCESS TO SITE AND WORK ON SITE : The Engineer may, if he considers fit from to time, enter upon any land(s) which may be in possession of the contractor this contract for the purpose of executing any work not included in this contract and may execute such works not included in this contract by agents or by other contractors, at his opinion and the contractor shall, in accordance with the requirements of the Engineer in charge, afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other contractor 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 damage arising, make a statement of the same to the Engineer in charge who shall from time to time, 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 in charge.

CLAUSE 64 :-REPORTS REGARDING LABOR : The Contractor shall submit the following reports to the Engineer in charge.(a)(i) A daily remport in the suitable form of the strength of labour, both skilled and unskilled employed by him on the works(s). 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 suitable form of the number of person employed on the works during the preceding week.

(iii)A weekly medical report in the suitable 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 24 hours of the occurrence.

(v) Such other report as may be prescribed.

CLAUSE 65 :-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, relic, fossils of the articles or value of interest whether geological, archaeological or any other such treasure & 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, and relieve the same to such persons as the Engineer in charge may appoint. The contract shall take all reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or things, immediately after the discovery thereof and before removal acquaint the Engineer in charge with such discovery and carry out his orders for the disposal of the same.

CLAUSE 66 :-Indemnity : DELETED

CLAUSE 67 :-Insurance of Labours : The contractor shall be responsible to arrange for insurance of all laborers, skilled and unskilled, workers, supervisors etc., employed by him as per labor regulation of the State.

CLAUSE 68 :-Setting Out : The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labor in connection therewith. If at any time, during the progress of the work, any errors to rectify such errors by the Engineer in charge shall at his own expense do so to the satisfaction of the Engineer in charge. If however such error is based on incorrect data supplied in writing by the Engineer in charge, the expenses of rectifying the same shall be borne by the Department. The checking of and setting out of any line or level by the Engineer in charge or his representative shall not in any way, relieve the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all bench marks, site nails, pegs and other things used in setting out of the work(s).

CLAUSE 69 :- Cement Register : A register in the prescribed form showing day to day receipt, consumption and balance of cement on site of work will be maintained by the Department, which shall invariably be signed daily by the contractor or his authorized representative in token of its correctness.

CLAUSE 70:- (1)Materials, Works Test Register and Core cutting Machine : A register in the prescribed form showing day to day receipt, consumption and balance of cement on site of work by the Department and every entry thereof shall invariably be signed by the Contractor or his authorized representative in token of its correctness.

(2) Contractors registered in special category-1 (Roads) will have to procure and keep available on site two core cutting machines, similarly those registered in special category-2(Roads) will have to procure and keep available on site one core cutting machines on ownership basis. The thickness of sub base and base layers of road will be tested by taking cores and recording results of layer thickness in paver site register. (R & B D Circular No. RGN-60-2006-35-C dated 26-5-06)

(3) In case of asphalt items (other than BSG & BBM) having total thickness of more than 50mm. the contractor will take two to four core samples by his core cutting machine at the interval of 250 m. distance at each cross section in the presence of Dy. Executive Engineer. These samples will be sealed and will be sent for testing of thickness density & bituminous content in the approved laboratory. Five percent of the amount payable for asphalt items will be withheld till the test results are received. If the results are not satisfactory, the action as per conditions of contract will be taken. (R&B D. Circular RGN-602006(35)C Dt.31-5-2017)

CLAUSE 71 :-Progress Schedule :(a) The contractor shall furnish within one month (unless extended by the Engineer in charge)of the order to start the work, the progress schedule in quadruplicate indicating the date of starting, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The schedule should be framed keeping requirement of the clause 2 of tender form in view and be such as in practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the

contract and shall have the approval of the Engineer in charge. Further, the dates for the progress, as in this schedule shall be adhered to.

(a) 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 modification proposed and get the same approved from the Engineer in charge. No revised schedule shall be operative without such acceptance in writing. The Engineer in charge is further empowered to ask for more detailed schedule or schedules, any week by week, for any item or items and the contractor shall supply the same as and when asked for.

(b) The Engineer in charge shall have, at all times, the right without in any way vitiating this contract forming grounds for any claim, to alter the order of the work of any part thereof and the contractor shall after receiving such direction, proceed in the order directed. The Contractor shall also revise the progress, schedules accordingly and submit four copies of the revised schedule to the Engineer in charge within seven days of the said Engineer's direction to alter the order of works.

(c) The contractor shall furnish sufficient plant, equipment and labor 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 the Government regulations in force and shall be such, as may be approved by the Engineer in charge and the same not be varied without the prior approval of Engineer in charge.

(d) The contractor shall from time to time, as may be required by the Engineer in charge, furnish the Engineer in charge with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Engineer in charge may, if he considers necessary at any time advise alternation in the same, which the contractor shall adopt on notice thereof.

(e) The progress-schedule(s) shall be in the form of progress chart, forms, statements and/or reports as may be approved by the Engineer in charge.

The contractor shall submit four copies showing the progress of the work in the form of a chart etc., at periodical intervals as may be specified by Engineer in charge.

(f) The approval of the progress schedules by the Engineer in charge shall not relieve the contractor of schedule required by the Engineer in charge shall not entitle the contractor to any extra payment.

CLAUSE 72 :- DELETED

CLAUSE 73 :-Advance Payment : DELETED

CLAUSE 74 :-Advance Against Machineries : DELETED

CLAUSE 75 :-Mobilisation Advance : DELETED

CLAUSE 76 :-Before starting the work, the contractor will have to obtain the licence from the District Assistant Labour Commissioner under the Contract Labour (Regulation and Abolition) Act, 1970 and contract labor (regulation and Abolition) Gujarat Rules 1972 after paying necessary fees and deposit on the basis of the number of labourers to be employed on the work and will have to supply two true copies of the said licence to the Deputy Executive Engineer before the work is started.

CLAUSE 77.1 :-One percent of estimated cost put to tender for this work after deducting the cost of materials as per Schedule 'A' valued at basic rate in the sanctioned estimate shall be deducted from the running account bills of the contractor for testing the quality of materials and workmanship, no additional testing charges in addition to the above shall be recovered from the contractor (Applicable to R & B Works only) (G.R. No. R & B TNC-1085-4-C, Dated 20-12-91).

The Engineer in charge will get the cement and steel tested in laboratories of GERI Engineering Colleges, Polytechnics, Engineers India Ltd. DGTD and other laboratories approved by R & B or Water Resources Department or Industries Department and the test results of these Laboratories will be binding to the Contractor about suitability of use of materials (G.R. No. R & B TNC-1088-1B-220-18-C, Dated 31-3-05).

However in respect of works involving use of asphalt, the contractor will set up the testing Laboratory and will provide testing instruments etc. as under :

Laboratory : The contractor will construct pucca structure of minimum 25 square meter area duly connected with water and electric supply to house site testing Laboratory.

Instruments : The contractor will provide and install the instruments as per following I.S. Standard to carry out the test prescribed therein.

1. Penetration test as per I.S. 1203
2. Softening point test as per I.S. 1204
3. Ductility test as per I.S. 1208
4. Viscosity test as per I.S. 12065. Specification gravity test as per I.S. 1202.

The instruments provided should be as per I.S. Standard so certified and be regularly and periodically calibrated. Frequency of tests will be as indicated in specifications and as referred in R & B D G.R. No. SSR-1099-IB/91(9)-C, Dated 26-7-1999

Bridges ;

Special category 1 and 2 : one field laboratory with testing of all materials to be used in work and concrete testing instruments.

Buildings :

Special category 1 and 2 : one field (copy as above) (R&B) Circular no. RGN-40-2017-01-c dt, 23-3-2017) when the contractor is awarded contractors for such works as contractors registered in special category he will to shift one such laboratory on this site of work or will have to provide mobile laboratory.

Works Other than Roads, Bridges and Building:

In respect of works other than Roads, bridges and Buildings the contractor will have to establish site laboratory equipped with instruments and facilities for testing of all materials and workmanship of items to be executed under this contract. This will include facilities of testing of (A) Aggregates (B) murrum- soil (c) sand (D) Briks (E) Concrete including non destructive tests line ultrasonic test (F) bituminous mix if these are relevant items to be executed (Para-1 R&B Circular PRACH-10-2007-28-S dt. 16-2-2009)

77.2. the schedule showing number and type of tests of lists to be carried out under this contract is attached with this tender. Out of total number of such tests, 80% tests will be carried out in site laboratory, 10% in Government approved laboratories and 10% in GERI laboratories. However minimum one test of all types of tests shall have to be carried out in GERI laboratories only.

7.3. Site laboratory tests will be carried out by qualified engineer or of the contractor to whom I card is given by the Executive Engineer and in the presence of Section officer / dy. Executive engineer or Executive Engineer in charge of the work.

77.4. 80% of site tests will not be carried out at one time but will be related to the progress of work and consumption of material.

77.5. Prescribed Register for recording details and results of tests will be maintained on site of work.

77.6. the tests which are not done in GERI laboratories e.g. electrometric bearing etc. will be carried out in the laboratory consented by the Executive Engineer. (R&B) Circular No. PAREACH-102007-28-C- dt. 31-12-2009)

77.7. One percent of estimated cost of work put to tender for this work after deducting the cost of materials as per schedule-A valued at basic rates in the sanctioned estimate will be deducted from the running account bills of contractors for testing of materials and workmanship (G.R. B&C No. TNC-1085(4)-C Dt. 10-5-85 read with R&B Deptt. Circular No. GUNIJAN-2015-GUNI-Dt. 4-12-2015)

BDV**PI o Sg8FS8Z äZF 5ZF 5F0JFDFVfJf ; FDFGGF Sß, f 5IZ1F6M SZFJJF T[VU]GF "XP1], VMO 8f 8LU" VF HMO; FD, K] VF 5IZ1F6M 5SL ! _@ 5Z1F6M Dfgl , [AMZBZLq UZL4 ALHF ! _@ 5Z1F6M UZL , [AMZBZL VG[AFSLGF (_@ 5Z1F6M OL<0 , [AMZBZLDASZJFJGF ZCXP 5ZT] UZLDAGLRGF 5SL VMKDF VMK] Vß 5Z1F6 UZL , [AMZBZLDATYF BMKDF VMK] Vß 5Z1F6 UZLq ; ZSFZ Dfgl , [AMZBZLDVVG[AFSLGF :Y/ p5Z :YF5], [AMZBZLDASZJFJGF ZCXP

•Vf VU]UB s! f UpxG szf 0, SLGF VG[, MUXG Jk1] s#f . d5ß8 Jk1] s\$F JMBZ Vß; M5XGP•ALP Df8LP s! f OL<0 VPPOLPOLP VG[VPPVDP; LP szf ; LJ VGF, L; L; •; LP ZITP s! f UpxG •OLP . 8M s! f OFI DgXG VG[8M, Zg; 8f 8 szf JMBZ Vß; M5XGP •. P SngS8 s! f GMG OL:8S8LJ 8f 8 sV<8F; MGLS 8f 8LU 5wWITYL szf ;, d5 8f 8 s#f Snd5; LJ :8ßW •VPP AL8I Dlg; DLS; s! f OFDZGL 8SFJZL •HLP OFI DL1F D8LZL , s! f UpxG

**PI PZ o :Y/ 5ZGF 5IZ1F6M Df8]. HFZNFZ: JBR[H-ZL TDFD ; FWGM ; ICTGL OL<0 8f 8LU , [AMZBZL SFDGF :Y/[I MuI HuI f p5Z IYF5JFGL ZCXP Z: TFGF SFD Df8] %, fg8GF :Y/G[SFDG]:Y/ U6JFDF VFXJ 5ZT] SFDG]:Y/ , [AMZBZLYL NfZ CMI TM . HFZNFZL ÜZF DMAF. , , [AMZBZLGL H-ZL jI J: YF ZFBJFGL ZCXP

**P! P# 0 WfZFMZ6 5pF6GF 5Z1F6MGL ; b1F 5SL (_@ 5Z1F6 0L<0 , AMZBZLDA . HFZNFZGF VIWSZT SJM, LOF. 0 . HGZ S[
 HMVG[; AIWT SFI 5F, S . HGZzLV[Vf. P SFO"VF5[CMI TDGF UFZF BFTGF GF A SFI 5F, S . HGZzLq DNNGLX . HGZ q VIWS
 DNNGLX . HGZGL CFHZLDAH SZJFGF ZCXP[VG[5IZ6FDMDF; V ST ; CLVM SZJFGL ZCXP HIFZ[! _@ 5Z1F6 UZL q ; ZSFZ UFZF
 DfgI , AMZBZL sVMKFDFAVMK]VS 5Z1F6f VG[! _@ UZL , AMZBZLDA sVMKFDFAVMK]VS 5Z1F6f DFZOT[SZJFJFGF ZCXP
 **P! P\$ 0 S[5IZ1F6MGF (_@ 5IZ1F6 VS H : Y / ! VS H ; DI [VS H TASSFDA GCL SZTF SFDGL 5UIT DJHA H[TASSFV[H[T
 SFDULZLG[VG]-5 H[D8LZLI<; JF5ZJFG]YT] CMI TNG; FZ X~VFTGF TASSFDA ZFBJ] TYF JrRGF TASSFDA TD H VFBZL
 TASSFDA SZJFJFG]ZCXP VFD KTF VF AFAT[: YFIS S1FV[YL GF A SFI 5F, S . HGZzLV[H~ZLI FT DJHA TASSFJFZ 5IZ1F6M
 GSSL SZXP
 **P! P5 0 J6JtTF IG1DGGF WfZfVwMZ6 5pF6GF AWFH ZHL:8Z IG1IDT ZLT[IGEFJJFGF ZCXP VG[H[T[: Y / ! , AMZBZLDA
 p5, aW ZC[TD ZFBJFGF ZCXP
 **P! P& 0 HM SM. SFZ6; Z 8[8LUGF ; FWG V5F% CMI VYJF J; FJJFDA; DI HF1 TD CMI S[j1JCF~ G CMI sHD S[
 . , S8MD8LS AZLUf TM VFJF 5Z1F6M UZLq ; ZSFZDfgI ; YFVMDA SZFJL XSFX[VG[VF AFATGM IG61 ; AIWT SFI 5F, S
 . HGZzL q GF A SFI 5F, S . HGZzL SZX[H[S]8FS8ZG[AWGSTF"ZCXP UZLDAG Y. XS[TJF 8[8 ; ZSFZ DfgI , AMZBZLDA SZFJL
 XSFXP
 **P! P* 0 UZLDA8[8LU SZFJTF ; DI[UZLGM8[8LU RFH"tJIZT EZJFGM ZCXP HYL 5IZ1F6GF 5IZ6FDM ; DI ; Z DJ JL
 XSFI sDPDP IJEFUGM TTP #! v! Zv_) GM 5IZ5+FS 0 5ZRq ! _Z__ *q Z(q ; f

B0 *(P ZN

B0 v*) R\$J6FGF AL, DFYL YI[, SFDGL ISDTGFAVS 8SF , B[ccAL<OLU Vj0 VWZ Sg:8SXG JS" Jk0Z ; f VS8cc VG[T(CP/
 30FI[, UJHZFTGA!)) (GAIGI DMGAIGID 5GL HMUJF. DJHA pST ; f GM OF/M J; , SZJFDA VFJXP szD VG[ZMHUFZ
 IJEFUGL TFZLB #! v! vZ__5GL VIW; RGF SPFS HLP VJRP VFZP qZ__5q_\$q; LP 0A<1P VP qZ__5q(\$! qDv# VG[T[
 IJEFUGM TFZLB)v! Zv_5GM 9ZFJ SPFS ; LP 0A<1P VP qZ__5q! (#! qDv#f

B0v (_ 0 SFDGL ; F. 8 p5Z HFCZHGTGL HF6 DF8[. HFZNFZL GLR[DJHAGF , BF6JF/F AMO"TGf : JBR[, UFJXP
 s! f SFDG]GFDsSFDGM5SFZF 0 s&f ; JSZF. hZL :8FOGF GFD 0
 sZf IJEFUG]GFD VG[; ZGFD] 0 s*f SFD X~ SZJFGL TFZLB 0
 s#f 58f IJEFUG]GFD VG[; ZGFD] 0 s(f SFD 5)- SZJFGL TFZLB 0
 s\$f 8q0ZGL ZSD 0 s) f SZJFGF SFDGL 8SL IJUT 0
 s5f . HFZNFZL G]GFD 0
 Z: TFGF SFDMo
 v DF8L SFDGL HFOF. ; PDL v DB, GF 5YD : TZGL HFOF. ; PDL
 v OFDZGL ; 5F8LG]SFD ; PDL v DB, GF ALHF : TZGL HFOF. ; PDL
 s S5RL4 UJ8 VG[OFDZ JF5ZFJFGMf
 v OFDZGL ; L, LU ; ZO[G]SFD ; PDL
 s S5RL4 UJ8 VG[OFDZ JF5ZFJFGMf
 5], GF SFDMo
 v 5], GF , AF. GF UF/F v 5], GF5FI FGF S]8G]5pF6
 s; LDj84S5RL4Z[TLf v ; JSZ :8SRZGF S]8G]5pF6
 v5], GFAYFE, FqVA8Dj8GF S]8G]5pF6 s; LDj84S5RL4Z[TLf
 s; LDj84S5RL4Z[TLf
 v VgI IJXPF HMUJF. P
 DSFGGF SFDMo
 v 5FI FGF S]8G]5pF6 s; LDj84S5RL4Z[TLf v . 8MGR6TZDF; LDj8qZ[TLG]5pF6 s; LDj84Z[TLf
 v EIM TI/I FGF S]8G]5pF6 s; LDj84S5RL4Z[TLf v EIM TI/I[; PDL HFOF. GL ; PDL
 ; F. hGL DMhS 8f. <;
 v AFZL AFZ6f v ; FUL , FSOFGF q : 8L, 0p VgI P
 VFZP; LP; LPSFDMo
 VFZP; LP; LP SFDFA S]8G]5pF6 s; LDj84S5RL4Z[TLf

! P VF SFDGF IJUTJFZ :5XLOLSXG GFIA SFI'5F, S . HGZzl4 58F IJEFUGL SRZLDA VMOL; GF ; DI
NZdIFG SM. 56 ; DI(HM. XSXp VF SFDGL DFI, SL HFCZ HGTFGL Kp VG(SFDDF SM. 1fIT S[VIGIIDTTF H6FI4 TM T[AfATDA
GLRGF SM. 56 VIWSFZLGM; '5S'SZJF TYF TPDG]wIFG IJGTL Kp
s! f GFIA SFI'5F, S . HGZzlGL SRZL vvvvvv sZf SFI'5F, S . HGZzlGL SRZL vvvvvv s#f VIWIFS . HGZzlGL SRZL
vvvvvvv

Zo DSFG HJF; LDLT 1f+0/ DF8[V\$ AM'D\$J]H~ZL Kp HIFZ[Z:TF4 5], MDA 5F6LGL 5F. 5 , F. G4 U8Z , F. G4 \$GF, JUZ
SFDMDA, AF. GM jIF5 JW]CMI tIFZ[VFJF SFDMDF V\$ SZTF JW] AM'sHGTFGL VJZ HJZ JW]CMI tIFATD H AG[KpF p5Z VG
JrRf 8FOLS ; , FDTLG[wIFG[ZfBL AM'D\$JFGF ZCXP

. HFZNFZzl IGIT :Y/[AM", UFJLG[OMBUMf0 ; ICTGM VCPf, VF SFD ; AWT GFIA SFI'5F, S . HGZzlG[SFI'5F, S . HGZzlGL
HF6 CP/ JSVMZ . :I]SIFGL TFZLBGL V\$ DICGFDA SZXp HM TP SZJFDAIJ, A YFI TM IJ, IAT ; DI DARSJJGF ZGLU
AL, DFYL 8p0ZGL ZSDGF _PZ5 @ YL ! @ H8, L ZSD ZMSJFDA VFJX[sDPPDP IJEFUGF TP Z&v\$V* (GF 5IZ5+ TYF TP
Z*v! ! v) _4! (v! ! v)! 4ZZv*v) (TYF TP 5v#vZ_!! GF 9ZFJ SPFS 8LVG; Lv! _)_ v Z\$ V ; 4VFWFIZTP

B0v(! OFDZ SFDGF :5XLOLSXGDA HIF **Panetration grade (60/70), (80/100)** , B, CMI tIF **Viscosity grade
(VG-10)** ; DHJ]IS, IRC,MORD, MOST TYF SP GM\ HIF ZPZg; VF5, VF5, CMI tIFATGL VFWGS VFJIT wIFG
, JFDAVFJXP

ANNEXURE – 1

(Referred to in Condition No. 2 General Rules and Direction for the guidance of Contractors.)

To
The Executive Engineer

PLACE :

Division :

DATE :

Details regarding my our partners our Company (in the case of limited Company)Names, address(es),telephone numbers(s)Income tax etc. are as under :

| Sr. No. | Name(s)of Person /Partner Director of the company | Full address of the place of business (with pin code) | Telepho ne No.(s) (office) | Residential address(es) (Resi.) | Telephone No. (s) | Full address of Income tax office ward where Income Tax return is filed. |
|---------|---|---|----------------------------|---------------------------------|-------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

I/We hereby agree to intimate to you about change if any, in the above mentioned address(es) and telephone No. (s)within Fifteen days of its occurrence till my/our deposit, for the said work paid by me/us is not returned to me/us.

Dated Signature of Tenderer.

ANNEXURE – 2

8g0Z VF. 8DNGF EFJM EZTL JBT[U6TZLDA\, LW\ DHZLGF TYF :5XL0LSXGDA\H6fjI f DJHA DF, ; FDFG
 VUJGF SFDG :Y/GF 50TZ EFJM sNZfVUJL IJUTpSVF IJUT #_ , FB SZTF p5ZGA\SFDDA\ EZL ZH} SZJL
 OZHLI FT Kpf

sVf

s! f SOLIF4 ; YfZv%, dAZ : SL<0 SFZLUZMGMNZ

~FP

sZfEl: TL4 Ck5Z JUZ[; DL : SL<0 SFZLUZMGf NZ

~FP

s#fDHZMs: +lv5ZpfVG: SL<0 DHZMGMNZ

~FP

s! f DSFGM

| VP G\ | 8g0Z VF. 8D GAZ | DF, ; FDFGGL IJUT | I GL8 | NZ |
|--|-----------------|---|---|--|
| ! P ZP #P \$P 5P &P *P (P | | . 8M 5yyZ R6TZGM BF6 , LO S5RL BF6 , LO Z[TL 5f%TL : YFG , FSQJ; FUlgS8 : f. h s; ZZXfX I FNL DF8f sVf AFZL sAfAFZ6f O, MZLU 8f. <: 5f, L; S8f : 8MG HFOF. DLPDLP UkJGF, h 5f. 5 sVf Z5 DLPDLP sAf ! Z DLPDLP | ! 4__ GU 3PDLP ! ZDLP YLP Z__ DLPDLP 3PDLP SLPDLP , LO SLPDLP RMPDLP RMPDLP RMPDLP RMPDLP NZ DLP NZ DLP | ~FP ~FP ~FP ~FP ~FP ~FP ~FP ~FP ~FP ~FP |

sZPf Z: TFVMSFDGF : Y / p5ZGF EFJ

| VP G\ | 8g0Z VF. 8D GAZ | DF, ; FDFGGL IJUT | BF6 5f%TL : YFGG\ GFD s; ZZXfXf | I GL8 | NZ |
|-------|-----------------|---|---------------------------------|--|----|
| | | DZD CF0"DZD Z[TL D8, S5RL ! Z DLP DLP YL Z__DLP DLP 5yYZ 5LR\U DF8[| | 3PDLP 3PDLP 3PDLP 3PDLP 3PDLP 3PDLP 3PDLP 3PDLP | |

s#fCM8 DL1FGF SFDMDf8[SFDGF : Y / p5ZGF 50TZGF EFJ

| VP G\ | 8g0Z VF. 8D GAZ | DF, ; FDFGGL IJUT | I GL8 | NZ | ZLDFS; |
|-------|-----------------|-------------------|-------|----|--------|
|-------|-----------------|-------------------|-------|----|--------|

| | | | | | |
|------------------------|--|--|------------------------------------|--|------------|
| ! P ZP #P \$P | | S5RL Rl8 A<S VF:0F<8 0FDZ SFDGL DHZL | 3P DLP 3P DLP DP 8G DP 8G | | Bf6 Bf6 |
|------------------------|--|--|------------------------------------|--|------------|

s\$Pf 5], MGF SFDMo SFDGF : Y/ p5ZGF EFJ

| | | | | | | |
|-------|--------------------|---|-------------------|-------------------------------|---------------------------------------|--------|
| VP G\ | 8p0Z VF. 8D GAZ | DF, ; FDFGGL IJUT | Bf6 5%TL : YFG | , lO SLP DLP s; ZZFxfI GL8 | I GL8 | NZ ~FP |
| | | DXLG S:0 Dp, S5RL Ul8 ZlTL Cf. 8p; F. , JFI Z | | | 3PDL 3PDL 3PDL 3PDL DP 8G | NZ |

p5SMST 5IZIX08MDf\VF5[, NZ 8p0ZDF\EZ[, EFJMGL RSf; 6L VU[CM. T[BFTFG\AWGSTF"ZCX[GCL TPDH TGF
NXF"J[, Bf6 DYSYL : 5XL0LSXG DJHAGMDF, ; FDFG GCL D/[TM : 5XL0LS0XG 5pDF6GMDF, ; FDFG BFT] DfgI
SZ[T[VgI HuiffV\YL , FJL VF5Xp H[DF8SM. J/TZGMS, [. D D\$JFDF\VFJX[GICR

ANNEXURE – 3

PERFORMANCE BOND (See clause No. 1)

(The date of this bond must not be prior to the date of the instrument in connection with which it is given).

Principal (Contractor)

Surety (Scheduled or Nationalised Bank)

Sum of bond (express in words and figures)

Contract No. and date of contract

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE PRINCIPALS AND SURETY above named are held and firmly bound up to the Hereinafter called Employer in the amount stated for payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents subject to the provisions of which the aforesaid Contractor on demand and without demand on a claim being made by the Employer.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principals have entered in to a contract with the Employer numbered and dates as shown above and also here to attached for the execution of work.....

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original terms of the said Contract and any extensions thereof that may be granted by the Employer with or without notice to the surety and during the life or any guarantee required under the contract and shall also well and truly perform and fulfill all the Undertakings, covenants, terms, conditions and agreements of any all duty and unduly authorized modifications of said Contract that may hereafter be made, notice of which modification to the surety being hereby waived or shall pay over, make good and reimburse to the Employer all loss and damage which the employer may sustain by reason of failure or default on the part of said Principal so to do.

Wefurther agree that the guarantee herein Contained shall remain in full force and effect during the period that would be take for the validity of the said Contract, and that it shall continue to be enforceable till all the dues of the employer under or by virtue of the Contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on aor before the we shall be discharged from all liability under this guarantee thereafter.

IN WITNESS WHERE OF , the above bounded parties have executed this instrument under their several seals on the date indicated above the name and corporate seal of each corporate partly being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body,

In the presence of witness.

Individual

Principal

1.as to(seal)

2.as to(seal)
3.as to(seal)
4.as to(seal)

by affix Corporate Seal
Attested Corporate surety
Business address

Affix bycorporate Seal
Title

For and on behalf of the Employer.

DISTRICT PANCHAYAT (R&B) DIVISION DEVBHUMI DWARKA

LIST OF WORKS ALREADY COMPLETED BY THE TENDERER

. HFZNFZ[5ZF SZ[SFDGL I FNL

| Sr. No. SDFS | Name of Work SFDG\GFD | Place :Y/ | Cost on completion 5ZF YI[SFDGL ISDT | Time taken in months to complete the work SFD 5ZSZJF DF8[, LW[; DI DF; DFI | Remarks. IJXQF GMW |
|-----------------|--------------------------|--------------|--|--|-----------------------|
| 1 | 2(a) | 2(b) | 3 | 4 | 5 |
| | | | | | |

ANNEXURE – 5

LIST OF PLANT AND MACHINERY IN GOOD WORKING ORDER AVAILABLE WITH THE TENDERER

. HFZNFZ 5F; [; FZL VG[RF,]CF, TDF\CMI TJF I V+M VG[V\HFZMGL I FNL

| Sr. No. SDFS | Plant or machinery V\HFZ VYJF I V+M | Location :Y/ | Age of Machinery. DXLGZL SB, F JQF" HJGL KP | Make AGFJ8 | Capacity 1FDTF | Approximate value. VNFHL ISDT | Remarks IJXQF GMW |
|-----------------|--|-----------------|---|---------------|-------------------|-------------------------------------|----------------------|
| 1 | 2(a) | 2(b) | 3 | 4 | 5 | 6 | 7 |
| | | | | | | | |

ANNEXURE – 6

DECLARATION REGARDING WORKS ON HAND WITH TENDERER

. HFZNFZGF CFY 5Z CMI TJF SFDMGL IJUT

| Sr. No. SDFS | Name of Work SFDG\ GFD | Place :Y/ | Estimated cost VNFHL ISDT | Date of issue of work order. SFD X~ SZJFGF CSDGL TFZLB | Stipulated period of completion. SFD 5- SZJFGF IGIT DNT | Amount of work done on date of filling tender. 8j0Z E I F" TFZLB[| Brief details of delay if any. -L, HM YI[, CMI TM TGF SFZ6 | Remarks IJXQF GNV |
|-----------------|---------------------------|--------------|------------------------------|---|--|--|---|----------------------|
| 1 | 2(a) | 2(b) | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | | |

Signature of Tenderer with Date/. HFZNFZGL TFZLB ; FYGL ; CL

Note 1 : Amount of work in column 6 should be given up to the month previous to the month in which tenderers are invited.

GNV ov VF; G & DAFH[DF; DAF8j0Z DFUJFDFVFI]CMI T[5C[, FGF DF; GF VT ; JVL SZ[, SFDMGL ZSD NXFJJLP

Note 2 : Necessary certificate from the officer concerned shall be attached with tender.

ANNEXURE – 7 Special condition of Contract.

Special Condition No.1 : If bids are invited by district panchayat the words “ by order of “ or” on behalf of the Goivernor of Gujarat” shall be read “ on behalf of the President of District panchayat” in place of designation of State Engineers other than Executive engineer, the words. “P.W.D. committee/karobari Committee of District Panchayat will be read and so under stood.

Special Condition No.2 : If the item specification provide for mixing wetmix macadam at plant site the three Registers prescribed to be maintained for Asphalt items on the basic of Hot. Mix Plant as per PWD circular no. GUNIV/Gen/88/H dt. 7/8/1980 shall be maintained in which the detail of gate pass, weight etc. shall be recorded however mixing on site will not be permitted and no payment will be made for mixing on site. The payment for such item will not be made on the basic of weight of wetmix as per gate pass as per gate pass but will be made on the basis of thickness of layer achieved after density test of volumetric quantity, as provided in the specifications of such item (R&B Circular no. PARACH-102015-55-C-dt. 4-11-2015)

SCHEDULE 'A' VGJ JR cSc

Schedule showing (approximately) the materials to be supplied from the Public Works Store for work Contracted to be executed and the rates at which they are to be charged for.

H[SFD CFY WZJF DF8[SMg8FS8 SZFI M CMI T[SFDDFA AWFSD IJEFUGF :8MZDFYL 5ZM 5FOJFGM DF, ; FDFG sVFXZfVG[T[VU[J;], , JFGF NZ NXFJTL VGJ] JRP

| Particulars IJUT | Approximate quantity VNFHL HyYF | Rate at which the materials will e charged to the contractor SMg8FS8Z 5F; YL DF, ; FDFG DF8[, JFGMYTMNZ | | Place of delivery IOI, JZLG[.Y7 |
|---------------------|---------------------------------------|--|--------------------------------|--|
| 1 | 2 | 3 | 4 | 5 |
| | | Unit VSD | Rate in Rupees EFJ ~151 FDA | |
| NIL | | | | |

GMV ! o ~151 F 5 , FBYL JW[S[VMKL ISDTGF SFDDFAJF5ZJF ; LDg8 VG[VYJF :8L, TYF SM. 56 SFDDAOFDZ SFDDAIJEFUG TZOYL 5ZL 5FOJFDA VFJX[GCLP sDPP DP 9ZJF SPDPS 8LP VGP ; LPq! _((5q\$QV[TP Z_v! Zv)! TYF V[P8LPVFZPq! _)* (q(ZqC TP Z*v! ! v) * TYF 8LP VGP ; LP ! _((vVF. PAIPvZZ_v! (v; P TP #! v#v_5f 5ZT) GDNF H/; 5TL VG[5F6L 5ZJ9F IJEFU NJZF SFDDFAJF5ZJF H~ZL :8L, IJEFU NJZF 5~ 5FOJFGL HMUJF. TP Z#v&v) *GA IJEFUGF 9ZJF SPDPS V[P 8LP V[q! _)*q\$5 (qEFUScFNJZF RF,]ZFBJFDA VFJ[KP VF VU[XD I], V[DAH[HMUJF. SZJFDA VFJ[T]VFBZL U6FXP

GM3 Z o ; LDg8 o HIFZ[; LDg8 . HFZNZ NJZF SFDDFAJF5ZJF , FJJFDA VFJ[tIFZ[VFJM ; LDg8. HFZNZ VF. P V[P 5DF65+JF/F TYF DY pt5FNS S5GLDFYL ; LWL ZLT[D/JJFGMZC[KP VG[TGL BZF. DF8[TGAR\$J6FGFAL, MSP . P zLG[ZH] SZJFGA ZCXP VFJM ; LDg8 S5GLGF VJWST IJSJTF 5F; YL BZLN SZL XSFI GCLR sTP &v\$V) (GM DFDHJ 5IZ5+S 8LP VGP ; LPq! _((vVF. ALPq\$! (f; f

GMV v# , MB0 o HIFZ[, MB0 . HFZNZ NJZF , FJJFDA VFJ[tIFZ[T[VUG]AL, VD, DASP. P G[SH]SZJFG[ZCXP VG[VFJF :8L, GUZL , JMW8ZL S[. HGZL SM, H S[5F, L8\$GLSDA8[8LU SZJIF AFN H :8L, SFDDFAJF5ZJF NJFDA VFJXP

GMV v\$ OFDZ o HIFZ[SFDDFAJF5ZJFDFDZ . HFZNZ[VM, , ZLOF. GZLDFYL 5[F EZL tIFYL H ; LWM BZLNJFGM ZCXP VF VUJ . HFZNZ[5ZL SZJFGL XZTMGLR[DHAGL ZCXP s! f. HFZNZ OFDZ SI FYL , fJIF T[VUG]AL, V; , DASP . P G[ZH]SZJFG[ZCXP sZfZLOF. GZLGAUB5F; 56 AL, ; FY; FD[SZJFGA ZCXP s#fOFDZ H[8gSZDA, FJJFDA VFJ[S[8gSZGM JFCG GAZ ATFJJFGM ZCXP s\$f OFDZ p5Z . HFZNZ zLG[VDPJfg; 5Dg8 VYJF I; S[IM"VDPJfg; D/L XSX[GICR s5f. HFZNZ[ZH]SZL, V; , AL, DA UP sSJM, L8L VUJf p<, B CMUM HM. VP VF VUJ . HFZNZ[OFDZGA UP VUG[Zlh<8qUP VUG[5DF65+ ZH] SZJFG[ZCXP s&f. HFZNZ[OFDZGL VFJSqJ5ZFXqART VUG[ZHL:8Z %, fg8q; F. 8 p5Z IGEFJJFG[ZCXP sDPP DP 5IZ5+ SPDPS V[P 8LP VFZP v! _)*v(ZvC4 TFZLB Z*v! ! v) * VG[Z! v! ! v) (f

Note : 5 The person or firms submitting the tender should see that the rates in the above schedule are filled up by the Engineer in charge before the issue of the form prior to the submission of the tender.

GMV v 5 o 8gOZ ZH]SZGFZ j I IST S[5L~LV[8gOZ ZH]SZTF 5C[ATG[Vf5JFDA VFJ TFOMDDACJF, FGF . HGZ p5ZGL VGJ] RLDANZ EZL VF%I F CMI TGL BFTZL , JUP

Note : 6 : Store to be supplied to Contractors for a work free of cost should be mentioned in Schedule 'A' in addition to schedule 'B' and the specification attached to the contract agreement form.

GMV v & o SM. SFD DF8[SMg8FS8ZG[IJGFD]I[5ZM 5FOJFGM DF, ; FDFG VGJ] JR cSc TDPH SMg8FS8ZGF SZFZ ; FY[HMD], L IJUTMGL I FNL p5ZTF VGJ] JR cSc DAH6FJJP

Executive Engineer
Panchayat (R&B) Division
Devbhumi Dwarka

SCHEDULE 'B' VGJ JR cBc

Memorandum showing items of works to be carried out :CFY WZJFGFSFDGL AFATMNXFJTL I FNL

| Items No. AFAT GAZ | Quantities estintimated but may be more or less VNfH, HyYM H[VMKMJTM Y. XSP | Item of work SFDGL AFAT | Estimated Rates 8gOZDFANXFJ, NZ | | Unit | Total amount according to estimated quantities. |
|-----------------------|---|-------------------------------|--|--------------------|------|---|
| | | | In figures VFSOFDA Rs. Ps. ~FP 5P | In words XaNMDF | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |
| As per Attached sheet | | | | | | |

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

| | |
|---|--|
| Estimated amount Put to tender Rs..... Rs..... Deduct% below Rs..... Rs..... Net Rs..... Rs..... In words | Estimated amount Put to tender Add% above Total In words |
|---|--|

(*Please strike out whichever is not applicable).

Note : 1 All work shall be carried out as per Public Works Department Handbook and other specifications of Division or as directed.

GMV! AWJ H SFD AFWSFD IJEFUGL 5]:TSF VG[10JLhGGL ALHL BF; IJUT DJHA VYJF ; RGF 5PF6[SZL VF5JFGJZCXP

Note : 2 All the columns is Schedule should be filled in ink and the total of the entries in the last column should be struck by the contractor under this signature.

GMV o Z VGJ JRDFAWF BFGFGL IJUTM ; CLYL EZJL VG[Kk, F BFGFGL GMMGM ; ZJF/M SZL SMg8FS8ZJ 5MTFGL ; CL SZJLP

Note : 3 Rates quoted include clearance of site (prior commencement of work and at its close) in all respects and hold good for work under all conditions, site, moisture, weather etc.

GMVv# o 8FSJ F NZDF: Y/GL sSFDGF VFZE[VG(5)- YFI T[JBTFNZS ZLT[; FO; DL SZJFGM; DFJX YFI KJ VG[T[NZ TDFD 5IZI: YIT4 : Y/4 E-H4 CJDFG JUZ[Cp/ SFD VD, DfZCXP

Note : 4 To be continued on additional sheets, if found necessary.

GMVv\$ o H-Z H6FI JWZFGE SFU/M HMOL RF, JZFBJP

Executive Engineer
Panchayat (R&B) Division
Devbhumi Dwarka

(Corrected upto 11-7-2017)

SCHEDULE - C

(See clause No. 2)

Time schedule for completion of different designated parts of the work and rate of liquidated damages to be paid by the contractor, if he fails to complete the part of work within stipulated time limit is as detailed below :

Time Schedule of Completion

| Percentage of time damages Of the total time limit | Percentage of work | Rate of liquidated per day |
|--|--------------------|-------------------------------|
| 1 | 2 | 3 |
| <u>Earth work</u> | | |
| 25 % | 16 % | 0.1 % |
| 50 % | 50 % | 0.1 % |
| 75 % | 75 % | 0.1 % |
| 100 % | 100 % | 0.1 % |
| <u>Building work</u> | | |
| 25 % | 10 % | 0.1 % |
| 50 % | 40 % | 0.1 % |
| 75 % | 80 % | 0.1 % |
| 100 % | 100 % | 0.1 % |
| <u>Road work</u> | | |
| 25 % | 10 % | 0.1 % |
| 50 % | 40 % | 0.1 % |
| 75 % | 80 % | 0.1 % |
| 100 % | 100 % | 0.1 % |
| <u>Bridge work</u> | | |
| 25 % | 10 % | 0.1 % |
| 50 % | 40 % | 0.1 % |
| 75 % | 80 % | 0.1 % |
| 100 % | 100 % | 0.1 % |

(As corrected vide B & CD GR. No. TNC – 1091-1B-10/(11)-C, dated 29-6-92).

Executive Engineer
Panchayat (R&B) Division
Devbhumi Dwarka